

NOTICES OF PROPOSED RULEMAKING

Unless exempted by A.R.S. § 41-1005, each agency shall begin the rulemaking process by 1st submitting to the Secretary of State's Office a Notice of Rulemaking Docket Opening followed by a Notice of Proposed Rulemaking that contains the preamble and the full text of the rules. The Secretary of State's Office publishes each Notice in the next available issue of the *Register* according to the schedule of deadlines for *Register* publication.

Under the Administrative Procedure Act (A.R.S. § 41-1001 et seq.), an agency must allow at least 30 days to elapse after the publication of the Notice of Proposed Rulemaking in the *Register* before beginning any proceedings for adoption, amendment, or repeal of any rule. A.R.S. §§ 41-1013 and 41-1022.

NOTICE OF PROPOSED RULEMAKING

TITLE 2. ADMINISTRATION

CHAPTER 5. DEPARTMENT OF ADMINISTRATION PERSONNEL ADMINISTRATION

PREAMBLE

1. **Section Affected** **Rulemaking Action**
R2-5-503 Amend
2. **The statutory authority for the rulemaking, including both the authorizing statute (general and the statutes the rules are implementing (specific):**
Authorizing statute: A.R.S. § 41-763(2)
Implementing statute: A.R.S. § 41-783(3)
3. **The name and address of agency personnel with whom persons may communicate regarding the rulemaking:**
Name: Gordon Carrigan, Human Resources Generalist
Address: Department of Administration - Personnel Division
1831 West Jefferson, Room 107
Phoenix, Arizona 85007
Telephone: (602) 542-4784
Fax Number: (602) 542-2796
4. **An explanation of the rule, including the agency's reasons for initiating the rule:**
The current rule, adopted December 31, 1986, authorized the Director of the Department of Administration to establish a performance appraisal system for all state service employees that was designated as the Performance Planning and Evaluation System. The rule includes a general statement and the frequency of review. The established system no longer fits the needs of state service. The proposed rule will provide flexibility to agencies by deleting the reference to a specific system and by allowing each agency to develop its own performance appraisal system. The proposed rule contains parameters for establishing performance rating levels. Also, the proposed rule will clarify the frequency of appraisal for probationary status employees.
5. **A showing of good cause why the rule is necessary to promote a statewide interest if the rule will diminish a previous grant of authority of a political subdivision of this state:**
Not applicable.
6. **The preliminary summary of the economic, small business, and consumer impact:**
 - A. Economic, small business, and consumer impact summary
 1. Proposed rulemaking
The proposed rule deletes reference to a specific performance appraisal program in order to allow for the development and maintenance of a performance appraisal program that reflects current needs. The proposed rule provides maximum flexibility and also clarifies the frequency of review for probationary employees.
 2. Information contained in this report
The proposed rule affects state service employees only and will not have an impact on small businesses and consumers. No costs or savings are projected for any state agency.

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3. Name and address of agency employees who can submit additional data on the information included in this statement
Gordon Carrigan, Human Resources Generalist
Department of Administration - Personnel Division
1831 West Jefferson, Room 107
Phoenix, Arizona 85007
(602) 542-4784

B. Economic, small business, and consumer impact statement

1. Proposed rulemaking

The proposed rule deletes reference to a specific performance appraisal program in order to allow for the development and maintenance of a performance appraisal program that reflects current needs. The proposed rule provides maximum flexibility and also clarifies the frequency of review for probationary employees.

2. Persons who are affected, bear costs, or directly benefit

The proposed rule does not impose any cost upon any small business or consumer. The various state agencies affected by the rule will incur costs for administering a performance appraisal program as they do now.

Beneficiaries: State service employees will benefit from improved and more relevant appraisal standards, and their agencies will benefit by being able to utilize a more effective system of performance appraisal.

3. Cost/benefit analysis

Costs/revenues scale

Annual costs/revenues changes are designated as minimal when less than \$1,000 in additional costs or revenues, moderate when between \$1,000 and \$10,000 in additional costs or revenues, and substantial when greater than \$10,000 in additional costs or revenues.

a. Probable costs and benefits to the implementing agencies

There is no financial benefit to any agency. Any costs would be administrative and would be for forms printing to replace current forms. The amount of cost could range from minimal to moderate depending upon each agency's size.

b. Probable costs and benefits to a political subdivision

None.

c. Probable costs and benefits to business

None.

Cost/benefit summary

Not applicable.

Cost/benefit conclusion

Not applicable.

4. Private and public employment impact

None.

5. Impact on small businesses

a. An identification of the small businesses subject to the proposed rulemaking

No small business is subject to this rule.

b. The administrative and other costs required for compliance with the proposed rulemaking

None.

c. A description of the methods that the agency may use to reduce the impact on small businesses

Not applicable.

d. The probable cost and benefit to private persons and consumers who are directly affected by the proposed rulemaking

Not applicable.

6. Probable effect on state revenues

None.

7. Less intrusive or less costly alternative methods of achieving the proposed rulemaking

Not applicable.

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7. The name and address of agency personnel with whom persons may communicate regarding the accuracy of the economic, small business, and consumer impact statement:

Name: Claudia Smith, Communications Unit Manager
Address: Department of Administration - Personnel Division
1831 West Jefferson, Room 103
Phoenix, Arizona 85007
Telephone: (602) 542-4894
Fax Number: (602) 542-2796

8. The time, place, and nature of the proceedings for the adoption, amendment, or repeal of the rule or, if no proceeding is scheduled, where, when, and how persons may request an oral proceeding on the proposed rule:

No public proceeding is scheduled. A person may submit written comments or a written request that an oral proceeding be held on the proposed rule. Requests must be submitted no later than 5 p.m., September 5, 1997, to the following person:

Name: Gordon Carrigan, Human Resources Generalist
Address: Department of Administration - Personnel Division
1831 West Jefferson, Room 103
Phoenix, Arizona 85007
Telephone: (602) 542-4784
Fax: (602) 542-2796

9. Any other matters prescribed by statute that are applicable to the specific agency or to any specific rule or class of rules:

Not applicable.

10. Incorporations by reference and their location in the rules:

None.

11. The full text of the rule follows:

TITLE 2. ADMINISTRATION

CHAPTER 5. DEPARTMENT OF ADMINISTRATION
PERSONNEL ADMINISTRATION

ARTICLE 5. CONDITIONS OF EMPLOYMENT

Section

R2-5-503. Performance Appraisal Planning and Evaluation System

ARTICLE 5. CONDITIONS OF EMPLOYMENT

R2-5-503. Performance Appraisal Planning and Evaluation System

A. General. The Director shall establish a performance appraisal system to be used to evaluate the job performance of all state service employees. The Performance Planning and Evaluation System established by the Director outlining the responsibilities of the employee and the standards for carrying out these responsibilities shall be used to evaluate the performance of all state service employees. An agency head may adopt alternate employee performance appraisal systems, subject to the approval of the Director as being job related.

B. Frequency.

1. Permanent status employees shall be evaluated at least annually.
2. Probationary status employees shall be evaluated at least twice in the probationary period, normally at the mid-

point end of the probationary period third and 30 days prior to the end of the probationary period fifth months.

C. Performance rating

1. The performance appraisal system established by the Director shall contain performance rating levels which distinguish between standard, above-standard, and below-standard performance. The system shall assign numerical points to each performance rating level established.
2. An alternate employee performance appraisal system adopted by an agency shall contain performance rating level designations appropriate to that system.
3. The Director shall establish a procedure for converting the rating levels of approved alternate employee performance appraisal systems to the Department of Administration rating levels to achieve consistency in human resources actions for which performance levels are a factor.

D. Review. An employee may file a written request for a review concerning an overall performance rating or a specific performance rating. Each agency shall adopt a performance evaluation review procedure subject to the approval of the Director.

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TITLE 4. PROFESSIONS AND OCCUPATIONS

CHAPTER 9. REGISTRAR OF CONTRACTORS

PREAMBLE

- | | |
|-----------------------------------|---------------------------------|
| 1. <u>Section Affected</u> | <u>Rulemaking Action</u> |
| R4-9-101 | Amend |
| R4-9-102 | Amend |
| R4-9-103 | Amend |
| R4-9-104 | New Section |
| R4-9-105 | Amend |
| R4-9-106 | Amend |
| R4-9-108 | Amend |
| R4-9-111 | Repeal |
| R4-9-112 | Amend |
| R4-9-113 | New Section |
| R4-9-130 | Amend |
- 2. The statutory authority for the rulemaking, including both the authorizing statute (general and the statutes the rules are implementing (specific):**
Authorizing statutes: A.R.S. §§ 32-1104(5) and (6), 32-1105, and 41-1072 et seq.
Implementing statutes: A.R.S. §§ 32-1122, 32-1126, 32-1132, 32-1152, 32-1154(E), and 41-1073
- 3. The name and address of agency personnel with whom persons may communicate regarding the rulemaking:**
Name: Alan Felber, Chief of Licensing
Address: Registrar of Contractors
800 West Washington, 6th Floor
Phoenix, Arizona 85007
Telephone: (602) 542-1525
Fax Number: (602) 542-1599
- 4. An explanation of the rule, including the agency's reasons for initiating the rule:**
The rules create dual licenses and define the policy and procedures relating to them. They amend current license scopes, update workmanship standards, and amend bond limits and regulations. The proposed rules also establish an overall time-frame for the agency's license application process.
- 5. A showing of good cause why the rule is necessary to promote a statewide interest if the rule will diminish a previous grant of authority of a political subdivision of this state:**
Not applicable.
- 6. The preliminary summary of the economic, small business, and consumer impact:**
There is no anticipated impact from these changes.
- 7. The name and address of agency personnel with whom persons may communicate regarding the accuracy of the economic, small business, and consumer impact statement:**
Name: Alan Felber, Chief of Licensing
Address: Registrar of Contractors
800 West Washington, 6th Floor
Phoenix, Arizona 85007
Telephone: (602) 542-1525
Fax Number: (602) 542-1599
- 8. The time, place, and nature of the proceedings for the adoption, amendment, or repeal of the rule or, if no proceeding is scheduled, where, when, and how persons may request an oral proceeding on the proposed rule:**
The agency will accept written comments submitted not later than 5 p.m., September 8, 1997, to the person listed above.

Oral proceedings at which members of the public may appear and make comments regarding the rules or the economic, small business, and consumer impact statement will occur as follows:

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Date: September 8, 1997
Time: 9:30 a.m.
Location: Industrial Commission of Arizona
800 West Washington, First Floor Auditorium
Phoenix, AZ 85007
Nature: Oral Proceeding

9. Any other matters prescribed by statute that are applicable to the specific agency or to any specific rule or class of rules:
Not applicable.

10. Incorporations by reference and their location in the rules:
R4-9-108:

Minimum Property Standards (M.P.S.), Department of Housing and Urban Development (H.U.D.), 1994.
Uniform Building Code, International Conference of Building Officials, 1997.
Principles of Construction of Hot Mix Asphalt Pavements, Asphalt Institute, First Edition, 1983.
Asphalt in Pavement Maintenance, Asphalt Institute, Second Edition, 1983.
Uniform Plumbing Code, International Association of Plumbing and Mechanical Officials and the International Conference of Building Officials, 1997.
National Electric Code, National Fire Protection Association, 1996.
Uniform Mechanical Code, International Association of Plumbing and Mechanical Officials and International Conference of Building Officials, 1997.

11. The full text of the rules follows:

TITLE 4. PROFESSIONS AND OCCUPATIONS
CHAPTER 9. REGISTRAR OF CONTRACTORS

ARTICLE 1. GENERAL PROVISIONS

Section
R4-9-101. Definitions
R4-9-102. Commercial License Classifications and Scopes
R4-9-103. Residential License Classifications and Scopes
R4-9-104. Dual License Classifications and Scopes
R4-9-105, 104. Restricted Unlisted License Classifications
R4-9-106, 105. Examinations
R4-9-108. Workmanship Standards
R4-9-111. General Contractors
R4-9-112. Bond Limits and Regulations
R4-9-113. Application Process
R4-9-130. Schedule of Fees After December 31, 1993

ARTICLE 1. GENERAL PROVISIONS

R4-9-101. Definitions

- A. Licensee: means the The business entity (sole proprietor, partnership, or corporation) to which the license is issued and not the individuals comprising the ownership or management, except for a sole proprietor qualifying for himself. The license is held by the licensee and not the qualifying party.
- B. General residential contractors: means includes license classifications B, B-3, B-4, B-5, B-6, and B-10.
- C. Specialty residential contractors: means includes all C license classifications and B—restricted B license classifications, except B-5R (Factory Fabricated Pools and Spas).
- D. Appurtenances: means includes all work within residential property lines not on the residential structure itself such as but not limited to driveways, fences, patios, swimming pools, landscaping, sport courts, and gazebos.
- E. Residential construction: means includes all building construction and site work within residential property lines including lot grading and compaction of building pads and lot grading but not lot clearing and grubbing.

- F. Commercial Construction: means includes industrial and public works projects and all nonresidential construction.
- G. Small Commercial General Construction: means the The construction, remodeling, or repair of commercial projects where the price of materials and labor does not exceed \$250,000 in any contract or project, provided that any new structures or additions to existing structures are less than 3 stories. Non-structural remodeling and repairs of existing buildings exceeding such height limitations shall be considered small commercial construction, provided that the overall cost of the contract or project does not exceed \$250,000.
- H. Dual Construction means construction work on residential and commercial projects.

R4-9-102. Commercial License Classifications and Scopes
The following is the scope of work which may be done under the commercial license classification.

1. Commercial license classifications. License classifications for commercial contractors are as follows:

ENGINEERING CONSTRUCTION:

- A General Engineering
- A-3 Blasting
- A-4 General Drilling
- A-5 Excavating, Grading, and Oil Surfacing
- A-7 Piers and Foundations
- A-9 Swimming Pools
- A-11 Steel and Aluminum Erection
- A-12 Sewers, Drains, and Pipe Laying
- A-14 Asphalt Paving of Subdivisions, Driveways and Parking Lots
- A-15 Seal Coating of Parking Lots and Driveways
- A-16 Waterworks
- A-17 Electrical and Transmission Lines

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- A-19 Swimming Pools, Including Solar
- A-21 Landscaping and Irrigation Systems
- AE (As restricted by Registrar)
- GENERAL COMMERCIAL CONSTRUCTION:
 - B-1 General Commercial Contractor
 - B-2 General Small Commercial Contractor
 - BE (As restricted by Registrar)
- SPECIALTY COMMERCIAL CONTRACTORS:
 - L-1 Acoustical Systems
 - L-3 Awnings, Canopies, and Carports and Patio Covers
 - L-4 Boilers, Steamfitting, and Process Piping
 - L-5 (As restricted by Registrar)
 - L-6 Swimming Pool Service and Repair
 - L-7 Carpentry
 - L-8 Floor Covering
 - L-9 Concrete
 - L-10 Drywall
 - L-11 Electrical
 - L-12 Elevators
 - L-13 Carpets
 - L-14 Fencing
 - L-16 Fire Protection Systems
 - L-24 Ornamental Metals
 - L-26 Landscaping
 - L-27 Lightweight Partitions
 - L-29 Machinery (As restricted by Registrar)
 - L-31 Masonry
 - L-34 Painting and Wall Covering
 - L-36 Plastering
 - L-37 Plumbing
 - L-38 Signs
 - L-39 Air Conditioning and Refrigeration
 - L-40 Insulation
 - L-41 Septic Tanks and Systems
 - L-42 Roofing
 - L-44 Irrigation Systems
 - L-45 Sheet Metal
 - L-48 Ceramic, Plastic, and Metal Tile
 - L-49 Commercial, Industrial Refrigeration
 - L-53 Water Well Drilling
 - L-54 Water Conditioning Equipment
 - L-56 Welding
 - L-57 Wrecking
 - L-58 Comfort Heating, Ventilating, Evaporative Cooling
 - L-60 Finish Carpentry
 - L-61 Carpentry, Remodeling, and Repairs
 - L-62 Steel Reinforcing Bar and Wire Mesh
 - L-63 Appliances
 - L-64 Wood Floor Laying and Finishing
 - L-65 Glazing
 - L-67 Low Voltage Communications Systems
 - L-74 Boilers, Steamfitting, and Process Piping, Including Solar
 - L-77 Plumbing, Including Solar
 - L-78 Solar Plumbing - Liquid Systems Only
 - L-79 Air Conditioning and Refrigeration, Including Solar

2. Commercial scopes. The scope of work which may be done under the classifications shown is as follows:

- A GENERAL ENGINEERING
Construction in connection with fixed works requiring specialized engineering knowledge and skill, including streets and roads, power and utilities plants, dams and hydroelectric plants, sewage and waste disposal plants, bridges, tunnels, and overpasses. Also included are the scopes of work allowed by all of the other engineering classifications.
- A-3 BLASTING
The use of explosives and explosive devices for the purposes of excavation, demolition, geological exploration, mining, or any related blasting. Included is any drilling, boring or earthwork required for the placement of explosive charges, the erection of temporary shelters, barricades, and associated protective devices, equipment, and enclosures.
- A-4 GENERAL DRILLING
General drilling includes horizontal and vertical drilling or boring for the purpose of construction, deepening, repairing, or abandoning wells, exploration for water, gas, and oil, and constructing dry wells and monitor wells. Also included is the erection of rigs, derricks, and related substructures, installation, service, and repair of pumps and pumping equipment.
- A-5 EXCAVATING, GRADING AND OIL SURFACING
Movement and alteration of earthen material by digging, horizontal boring, trenching, grading, or compacting the material for a cut, fill, grade, or trench. Includes the placement of shoring, the oiling of base materials, and incidental blasting and drilling. Excludes water, gas, and oil wells.
- A-7 PIERS AND FOUNDATIONS
Installation of piers and foundations using concrete, rebar, and other materials common to the industry. Includes pile drivers, excavation, forming, and other techniques and equipment common to the industry.
- A-9 SWIMMING POOLS
Construction, service and repair of swimming pools and spas, including water and gas service lines from point of service to pool equipment, wiring from pool equipment to first readily accessible disconnect, pool piping, fittings, backflow prevention devices, waste lines, and other integral parts of a swimming pool or spa. Also included are swimming pool accessories, covers, safety devices. Fencing for protective purposes, if in original contract.
- A-11 STEEL AND ALUMINUM ERECTION
Field fabrication, erection, repair, and alteration of architectural and structural steel and aluminum materials common to the industry, including field layout, cutting, assembly, and erection by welding, bolting, wire tying, or riveting.
- A-12 SEWERS, DRAINS, AND PIPE LAYING
Installation and repair of any project involving manholes, the laying of pipe for storm drains, water and gas lines, irrigation, and sewers. Includes connecting sewer collector lines to building drains and the installation of septic tanks, leaching lines, dry wells.

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and all necessary connections, and related excavation and backfilling.

A-14 ASPHALT PAVING OF SUBDIVISIONS, DRIVEWAYS AND PARKING LOTS

Installation of asphalt paving on subdivision streets, highways, and adjacent intersections, driveways, parking lots, tennis courts, running tracks, play areas, gas station driveways and areas, using materials and accessories common to the industry and all related fine grading. Includes the necessary excavation and grading only for height adjustment of existing sewer manholes, storm drains, water valves, sewer cleanouts, and drain gates and all necessary excavation and grading.

A-15 SEAL COATING OF PARKING LOTS AND DRIVEWAYS

Application of seal coating to asphalt paving surfaces. Includes repair of surface cracks and application of painted marking symbols.

A-16 WATERWORKS

All work necessary for the production and distribution of water including drilling well, setting casing and pump, related electrical work, related concrete work, excavation, piping for storage and distribution, storage tanks, related fencing, purification and chlorination equipment.

A-17 ELECTRICAL AND TRANSMISSION LINES

Installation, alteration, and repair of transmission lines on public right-of ways, including erection of poles, guying systems, tower line erection, street lighting of all voltages, and all underground systems including ducts for signal, communication, and similar installations. Installation of transformers, circuit breakers, capacitors, primary metering devices, and other related equipment of all electrical construction.

All electrical systems of less than 600 volts on or inside a building are excluded.

A-19 SWIMMING POOLS, INCLUDING SOLAR

Construction, service, and repair of swimming pools and spas, with or without solar water heating devices, including water and gas service lines from point of service to pool equipment, wiring from pool equipment to 1st readily accessible disconnect, pool piping, fittings, back-flow prevention devices, waste lines, and other integral parts of a swimming pool, spa, and attached solar water heating device.

Also included are swimming pool accessories, covers, safety devices. Fencing for protective purposes, if in original contract.

A-21 LANDSCAPING AND IRRIGATION SYSTEMS

Treat, condition, prepare and install topsoil. Plant all decorative vegetation. Excavate, trench, bore backfill, and grade as necessary for installation of landscaping and irrigation systems.

Landscaping includes installation of non-load-bearing slabs, walkways, and areas using concrete, brick, stone, or gravel; wooden decks; decorative garden walls, fences, and screens up to 6' in height; retaining walls up to 3' in height; and all other materials and equipment common to the industry.

Excluded are cast-in-place or tilt concrete; load-bearing walls for structures; perimeter fencing along property lines or boundaries.

Installation, repair, and maintenance of irrigation systems to distribute water for the purpose of irrigation, dust, and soil erosion control using equipment, materials, and fittings common to the industry. This includes electrical control panels and apparatus which are an integral part of the irrigation system.

Connections to potable water lines, installation of back-flow prevention devices, installation of hose bibs, and installation of service lines from source of supply are permitted only when they are an integral part of the irrigation system.

Installation of electric wiring and related fixtures of 110 volts or less for landscaping projects is included. All electrical work is limited to exterior use and only that work necessary to complete a landscaping project. Electrical work shall terminate at the service panel. New circuits may be added to the existing service panel but the installation of a new service panel is excluded.

If necessary, a new circuit may be added to the existing service panel or subpanel. Excluded is the installation of a new service panel or subpanel.

AE- (AS RESTRICTED BY THE REGISTRAR)

B-1 GENERAL COMMERCIAL CONTRACTOR

Construction, alteration, and repair in connection with any structure built, being built, or to be built for the support, shelter, and enclosure of persons, animals, chattels, or movable property of any kind requiring in its construction the use of more than two unrelated construction trades or crafts, or to do or superintend the whole or any part thereof which includes the management or direct or indirect supervision of any work performed.

Excluded are electrical, plumbing, mechanical, boilers, swimming pools, and spas, and roofing (except shingles and shakes) which must be subcontracted to an appropriately licensed contractor.

B-2 GENERAL SMALL COMMERCIAL CONTRACTOR

Construction in connection with any new structure or addition built, being built, or to be built for the support, shelter, and enclosure of persons, animals, chattels or movable property of any kind requiring in its construction the use of more than two unrelated construction trades or crafts, or to do or superintend the whole or any part thereof which includes the management or direct or indirect supervision of any work performed.

This scope is limited to the construction, remodeling, or repair of commercial projects where the price of materials and labor does not exceed \$250,000.00 in any contract or project, provided that any new structures or additions to existing structures are less than 3 stories in height. Included are nonstructural remodeling and repairs of existing buildings exceeding such height limitations, provided that the overall remodeling and repair contract or project is less than the aforementioned maximum dollar amount.

Excluded are electrical, plumbing, mechanical, boilers, swimming pools, and spas, and roofing (except

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- shingles and shakes) which must be subcontracted to an appropriately licensed contractor.
- BE- (AS RESTRICTED BY THE REGISTRAR)
- L-1 ACOUSTICAL SYSTEMS
- Installation, application, alteration, and repair of all types of pre-manufactured acoustical ceiling and wall systems.
- L-3 AWNINGS, CANOPIES, AND CARPORT AND PATIO COVERS
- ~~Installation Fabrication, installation and repair of metal, fabric, rigid and soft plastic window awnings, door hoods, free-standing or attached canopies, and carport and patio covers constructed of metal, fabric, fiberglass, and plastic where no welding or job-site fabrication is required other than the use of assembly screws, bolts and related hardware.~~
- ~~Installation Included is installation or repair of screened and paneled enclosures, not intended for use as habitable spaces, using related fascia panels, flashing, outside metal prefabricated and built-in storage units, metal panels, screen-room plastic inserts, and screen doors, skirting for mobile structures, and screened and paneled patio porches (screens to be a minimum of 60% of wall area of an enclosure shall be constructed of screening material).~~
- ~~Installation or repair of fascia panels, flashing, and skirting.~~
- ~~Installation or repair of exterior detached metal storage units. The placing of concrete footings and concrete slabs are permitted only when intended for patio covers, screened-in porches, and metal storage units when included in the same contract.~~
- ~~Excluded is any structural member which itself weighs more than 6 pounds per lineal foot.~~
- ~~All electrical, plumbing, and mechanical is excluded.~~
- ~~Placing of concrete footings and patio floors are permitted only when patio covers or screened-in porches are included in the same contract.~~
- ~~A structural member shall not exceed six pounds per square foot on carport and patio covers.~~
- L-4 BOILERS, STEAMFITTING, AND PROCESS PIPING
- Installation, alteration, and repair of steam and hot water systems and boilers, including chimney connection, flues, refractories, burners, piping, fittings, valves, thermal insulation, and accessories; fuel and water lines from source of supply to boilers; process and specialty piping and related equipment; pneumatic and electrical controls and electrical power wiring from the equipment it serves back to the first disconnect switch electrically adjacent to that equipment.
- As necessary, a new circuit may be added to the existing service panel or subpanel. Excluded is the installation of a new service panel or subpanel.
- L-5 (AS RESTRICTED BY THE REGISTRAR)
- L-6 SWIMMING POOL SERVICE AND REPAIR
- Service, replacement, and repair on swimming pools including all existing connections and equipment. Install pool gas heaters and gas piping from meter to heater, only if the existing line and gas supply are adequate.
- Application of pool coatings to interior of pool in conjunction with minor repairs to pool tile, plaster, and decks.
- Excluded are chlorine gas connections, connections to potable water, and electric connections beyond 1st readily accessible disconnect.
- L-7 CARPENTRY
- All rough and finish general carpentry work and hardware including accessories on new and existing structures.
- L-8 FLOOR COVERING
- Installation, replacement, and repair of floor covering materials and related accessories, including preparation of the surface to be covered.
- Included are materials manufactured of asphalt, vinyl, vinyl asbestos, rubber, linoleum, carpets, carpet backing and pad, wood, ceramic, and clay.
- L-9 CONCRETE
- All work in connection with the processing, proportioning, batching, mixing, conveying, and placing of concrete composed of materials common to the concrete industry, including but not limited to finishing, coloring, curing, repairing, testing, drilling, sawing, grinding, chipping, and grouting. Placing of film barriers, sealing, and waterproofing are included.
- Construction and assembling of forms, molds, slip-forms, pans, and centering.
- Trenching, excavating, backfill, and grading in connection with concrete construction.
- Installation of embedded items essential to or comprising an integral part of the concrete or concrete construction including reinforcing elements and accessories.
- L-10 DRYWALL
- Installation and repair of gypsum wallboard, pointing, accessories, taping, and texturing on structures both interior and exterior.
- Installation of nonbearing lightweight steel wall partitions and ceiling grid systems as supporting members for gypsum drywall and installation and repair of movable partitions for the application of gypsum drywall panels.
- L-11 ELECTRICAL
- Installation, alteration, and repair of any wiring, related electrical material, and equipment used in the generating, transmitting, or utilization of electrical energy less than 600 volts, including all overhead electrical wiring on public right-of-ways for signs and street decorations and all underground electrical distribution systems of less than 600 volts serving private properties.
- Installation, alteration, and repair on other than public right-of-ways of all outside overhead and underground electrical construction and all wiring in or on any building of less than 600 volts.
- L-12 ELEVATORS
- Installation, service, and repair of all elevators, dumbwaiters, escalators, moving walks and ramps, stage and orchestra lifts, including the fabrication, erection, and installation of sheave beams, sheaves,

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motors, cable and wire rope, guides, cabs, counterweights, doors, including sidewalk elevator doors, automatic and manual controls, signal systems and other devices, apparatus, and related equipment.

L-13 CARPETS

Installation, replacement, and repair of carpeting materials and accessories, including preparation of the surface to be covered.

L-14 FENCING

Installation and repair of metal, wood, and cement block fencing, including highway guard rails, cattle guards, and low voltage, U.L.-approved, electrical fence protective devices of less than 25 volts and 100 watts, when required to properly install fencing.

All types of retaining walls are excluded.

L-16 FIRE PROTECTION SYSTEMS

Installation, alteration, and repair of fire protection systems using water, steam, gas, or chemicals. Included is any required excavation, trenching, backfilling, and grading, piping from structure, and connections to off-premise water supply adjacent to property involving a fire protection system.

Systems may include, but are not limited to, the following areas of work and related equipment: restaurant hood protection systems; fire pumps and drivers; pressure and storage tanks; all piping and valves; sprinkler heads and nozzles; application of materials for the prevention of corrosion or freezing.

Also included are air compressors, air receivers, bottled inert gases and pressurized chemicals, manifolds, pneumatic, hydraulic, or electrical controls, low voltage signaling systems, control piping, and the flushing and testing of systems.

L-24 ORNAMENTAL METALS

Fabrication, alteration, repair, and installation of all types of nonstructural bearing ornamental metal units, both interior and exterior, including, but not limited to, metal folding gates, guard- and handrails, wrought iron fencing and gates, window shutters and grilles, room dividers and shields, and metal accessories common to the industry. Installation of ornamental or common columns for canopies, porches, and carports are also included.

Fire escapes and stairs are excluded.

L-26 LANDSCAPING

Treat, condition, prepare, and install topsoil. Plant all decorative vegetation. Excavate, trench, backfill, and grade as necessary for installation of landscaping.

Landscaping includes installation of wood decks, nonload-bearing slabs, walkways, and areas using concrete, brick, stone, or gravel; and all other materials and equipment common to the industry.

Excluded are concrete slabs exceeding 400 square feet, concrete walkways exceeding 200 square feet, and masonry work over 18 inches 48" in height.

Installation of electric wiring and related fixtures of 110 volts or less for landscaping projects is included. All electrical work is limited to exterior use and only that work necessary to complete landscaping projects. ~~Electrical work shall terminate at the service panel. New circuits may be added to the exist-~~

~~ing service panel but the installation of a new service panel is excluded.~~

~~If necessary, a new circuit may be added to the existing service panel or subpanel. Excluded is the installation of a new service panel or subpanel.~~

L-27 LIGHTWEIGHT PARTITIONS

Installation of lightweight (not to exceed 14 gauge) metal wall partitions, including suspended metal ceiling grid systems, as supporting members for the application of building materials such as, but not limited to, application and repair of gypsum plaster, cement, or acoustical plaster, or a combination of such materials and aggregates that creates a permanent coating; the application of such materials over any surface which offers either a mechanical or suction type bond, sprayed, dashed, or troweled to surface; surface sandblasting preparatory to plastering or stucco; installation of plastering accessories and lath products manufactured to provide a key or suction-type bond for the support of various type plaster coatings; and installation and repair of drywall gypsum wallboard, pointing, accessories, taping, and texturing on structures both interior and exterior.

L-29 (AS RESTRICTED BY THE REGISTRAR)

L-31 MASONRY

Installation of brick, concrete block, adobe units, stone, marble, slate, or other units and products common to the masonry industry, including mortarless-type masonry products.

Installation of grout, caulking, tuck-pointing, sandblasting, mortar washing, parging and cleaning, and welding of reinforcement steel related to masonry construction.

L-34 PAINTING AND WALL COVERING

The application of materials common to the painting and decorating industry for protective or decorative purposes. Includes surface preparation, caulking, sanding, and cleaning preparatory to painting.

Installation of surface coverings such as vinyls, wall papers, and cloth fabrics; decorative texturing; taping and finishing of drywall in conjunction with surface painting only.

L-36 PLASTERING

Application and repair of gypsum plaster, cement or acoustical plaster or a combination of such materials and aggregates that creates a permanent surface coating.

Application of materials common to the plastering industry over any surface which offers either a mechanical or suction-type bond, sprayed, dashed, or troweled to surface. Surface sandblasting preparatory to plastering or stucco.

Installation of accessories and lath products manufactured to provide a key or suction-type bond for the support of various type plaster coatings. The installation of lightweight metal wall partitions including suspended lightweight metal ceiling grid systems when contract includes plastering.

L-37 PLUMBING

Installation, alteration, and repair of all plumbing when performed solely within property lines and not on public easements or right-of-ways except as hereinafter provided.

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Installation, alteration, and repair of all piping, fixtures, and appliances related to water supply, including pressure vessels and tanks (excluding municipal or related water supply systems); venting and sanitary drainage systems for all fluid, semi-fluid, and organic wastes; septic tanks and leaching lines; roof leaders; lawn sprinklers; water conditioning equipment; piping and equipment for swimming pools.

Also included are piping, fixtures, appliances, and pressure vessels for manufactured and natural gases, compressed air and vacuum systems, petroleum, fuel oil, and non-potable liquids, hot water heating and hot water supply systems operating at pressures not exceeding 30 PSIG or temperatures not exceeding 220° F.; steam heating and steam supply systems not exceeding 15 PSIG operating pressure; gas- or oil-fired space heaters and furnaces excluding duct work. Piping for water cooling systems excluding the refrigerant piping and equipment. Testing and balancing of hydronics systems.

Sewer, gas, and water lines and connections from structure to the nearest point of public supply or disposal may cross public or private easements or be installed within private easements. Pipe installed across public property may not be increased in size or make any other connection between the point of exit from private property to point of connection at public supply or disposal. These lines shall not be installed parallel to main lines in public easements or right-of-ways.

L-38 SIGNS

Fabricate, install, repair, and service indoor or outdoor signs, displays, and sign devices attached to or painted on a structure for the purpose of display, advertising, or directions, including painting for background and decorative purposes; sign supports and accessories; flagpoles; electrical wiring directly connecting signs, displays, and sign devices to the 1st adequate power outlet accessible and adjacent to the sign, display, or sign device.

L-39 AIR CONDITIONING AND REFRIGERATION

Installation, alteration, and repair of refrigeration and evaporative cooling systems.

Installation, alteration and repair of heating systems of "wet", "dry" or radiant type. "Wet" systems include steam or hot water boilers and coils or baseboard convectors and are limited to 30 PSIG operating pressure of 220° F. for hot water and 15 PSIG operating pressure for steam. Gas-fired furnaces and space heaters.

Installation, alteration, and repair of ventilation systems includes duct work, air filtering devices, water treatment devices, pneumatic or electrical controls, and control piping. Thermal and acoustical insulation, vibration isolation materials and devices, liquid fuel piping and tanks, water, and gas piping from service connection to equipment it serves. Testing and balancing of refrigerant, cooling and heating circuits, and air handling systems.

As necessary, a new circuit may be added to the existing service panel or subpanel. Excluded is the installation of a new service panel or subpanel.

L-40 INSULATION

Installation, alteration, and repair of insulation materials for the nonmechanical control of heat, sound, and moisture for use in the construction of structures and equipment.

Includes installation methods and devices such as supports, fastening systems, adhesives, mastics, plastics, and material used for the preparation of insulation work and common to the industry.

Application and installation of materials to protect or finish insulated surfaces.

L-41 SEPTIC TANKS AND SYSTEMS

Installation, alteration, and repair of septic tanks, aerobic digesters, and leaching fields, excavation for tanks, leaching systems, and piping, pipe laying for septic systems and connection to the structure the system serves. Also included is backfilling and compaction in connection with this work.

L-42 ROOFING

Installation and repair of materials common to the industry that form a watertight, weather-resistant surface for roofs and decks.

Included is sheet metal when installed in conjunction with a roofing project, application of protective and reflective roof and deck coatings, application of dampproofing or waterproofing, and installation of roof insulation panels and other roof insulation systems above roof deck.

L-44 IRRIGATION SYSTEMS

Excavate, trench, bore, backfill, and grade as necessary for installation of irrigation systems.

Installation, repair, and maintenance of irrigation systems to distribute water for the purpose of irrigation, dust and soil erosion control using equipment, materials, and fittings common to the industry. This includes electrical control panels and apparatus which are an integral part of the irrigation system.

Installation of backflow prevention devices, hose bibs, service lines, and connections to potable water lines from source of supply are permitted only when they are an integral part of the irrigation system.

Installation of electric wiring and related fixtures of 110 volts or less for irrigation projects is included. All electrical work is limited to exterior use and only that work necessary to complete an irrigation project. ~~Electrical work shall terminate at the service panel. New circuits may be added to the existing service panel but the installation of a new service panel is excluded.~~

As necessary, a new circuit may be added to the existing service panel or subpanel. Excluded is the installation of a new service panel or subpanel.

L-45 SHEET METAL

Fabrication, installation, and repair of architectural and general products made of sheet metal common to the trade.

Includes layout, cutting, fabricating, and installation of sheet metal products, assembly and installation of pre-manufactured sheet metal products; facsimile items such as plastic skylights and fiberglass ducts and fittings; and bracing and reinforcing materials.

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L-48 CERAMIC, PLASTIC, AND METAL TILE

Installation and repair of nonstructural-bearing clay, glass, mosaics, metal, plastic, marble, terrazzo, slate, and other cement types of tile common to the industry installed for sanitary and decorative purposes; setting of accessories and decorative inserts of various materials applied to surfaces by conventional methods.

Place setting beds, laying, cutting, setting, and grouting tile used for all interior and exterior structure surfaces.

Includes caulking and installing various types of expansion joints and divider strips within and abutting tile work. Installation of shower doors and tub enclosures are included when a part of the original contract.

L-49 COMMERCIAL, INDUSTRIAL REFRIGERATION

Installation, alteration, and repair of refrigeration equipment and systems used for processing, storage, and display of food products and other perishable commodities.

Includes commercial, industrial, and manufacturing processes requiring refrigeration, excluding comfort air conditioning.

Systems may also include the following areas of work and related equipment: temperature, safety, and capacity controls, thermal insulation, vibration isolation materials and devices; water treatment devices; construction and installation of walk-in refrigeration boxes, liquid fuel piping and tanks, water and gas piping from equipment to service connection; testing and balancing of refrigeration equipment and systems.

If necessary, a new circuit may be added to the existing service panel or subpanel. Excluded is the installation of a new service panel or subpanel.

L-53 WATER WELL DRILLING

Drill new water wells or deepen existing water wells by use of standard practices including the use of cable tools, compressed air percussion, rotary, air rotary, or reverse circulation rotary methods. Includes installing casing, gravel pack, perforating, and sanitary seals. Repair existing wells by sand pumping, jetting, acidizing, swabbing, clean out, re-perforating, swaging, installation of annealed lines, and the removal of debris.

Includes photographing interior of wells with appropriate equipment. Installation of jet and submersible pumps; electrical pump controls and wiring from pump equipment to 1st readily accessible disconnect; water line to storage or pressure tank, not to exceed 50 linear feet. Use of test pump in developing a new well, or repair of existing well, when provided in contract, is limited to 5 horsepower.

Installation of concrete pump bases not to exceed 50 square feet.

Installation of protective fencing when included in original contract.

L-54 WATER CONDITIONING EQUIPMENT

Installation, repair, and maintenance of water conditioning equipment, piping, fittings, and valves necessary

to connect a water conditioner unit to existing piping.

Installation and repair of indirect waste pipe carrying brine, backwash, and rinse water to the point of disposal only.

All trenching, backfilling, and grading necessary for the installation of piping for a water conditioning unit only.

Installation and repair of electrical control panels (plug-in type) and apparatus of less than 25 volts and/or 100 watts (in other than hazardous locations or in raceways) and required grounding devices.

Installation of exchange tanks and necessary piping.

Installation of concrete supports for water conditioning units only.

L-56 WELDING

The performance of welding techniques by the use of processes common to the industry, including general on-site job layout, cutting, and assembly.

L-57 WRECKING

Demolition, dismantling, and removal of structures not intended for reuse, the erection of temporary ramps, barricades, and pedestrian walkways when required for a wrecking project.

The use of explosives is excluded.

L-58 COMFORT HEATING, VENTILATING, EVAPORATIVE COOLING

Installation, alteration, and repair of warm air heating systems, gas-fired furnaces and space heaters, ventilation and evaporative cooling units, and/or any combination of these.

Systems may include, but are not limited to, the following areas of work and related equipment: duct work, air filtering devices, pneumatic or electrical controls, control piping, thermal and acoustical insulation, vibration isolation materials and devices, liquid fuel piping and tanks, water and gas piping from service connection to equipment it serves. Testing and balancing of air-handling systems.

If necessary, a new circuit may be added to the existing service panel or subpanel. Excluded is the installation of a new service panel or subpanel.

L-60 FINISH CARPENTRY

Installation, alteration, repair, and finishing of all millwork including cabinets, countertops, case sash, door trim, wood flooring, and other materials common to the industry.

L-61 CARPENTRY, REMODELING, AND REPAIRS

All rough and finish general carpentry work on new and existing structures, including installation of related hardware and accessories. Dollar amount limitation, none.

All general remodeling, additions, and repairs to existing structures requiring the use of more than 2 unrelated trades. All electrical, plumbing, and mechanical work shall be sublet to properly licensed contractors.

All minor repairs. The replacement or repair of any pre-manufactured items on existing structures, excluding electrical, plumbing, and mechanical repairs.

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A single contract for remodeling and repairs, or a combination of both, shall not exceed \$50,000.

L-62 REINFORCING BAR AND WIRE MESH

Installation of reinforcing bar and wire mesh in preparation for placement of concrete materials, including post tensioning.

L-63 APPLIANCES

Installation and repair of appliances that become a fixed part of a structure, after necessary gas, electrical, or plumbing lines have been provided by properly licensed contractors.

Install gas lines from meter to unit only where required due to improper existing pipe size.

Connect a mobile structure to the existing gas, plumbing and electrical service facilities. Inspect and service gas-fired furnaces.

L-64 WOOD FLOOR LAYING AND FINISHING

Installation, replacement, and repair of wood floors using materials and methods common to the industry, including preparation of subflooring.

Finishing and refinishing wood flooring by sanding and applying special surface treatment.

L-65 GLAZING

Assembly, installation, and replacement of glass products.

Installation of steel and aluminum glass holding members, glass products, and related hardware.

Includes caulking and glazing sealants, adhesives, and other standard methods of weatherproofing.

L-67 LOW VOLTAGE COMMUNICATION SYSTEMS

Installation, service, repair, and maintenance of systems and devices of low voltage, including public address; intercommunication systems; telephone switchboards; call systems; master and program clocks (low voltage wiring and needed equipment only); electrical teaching devices; low voltage signaling; master television antennas; closed circuit television, and alarm systems.

Installation, service, repair, and maintenance of both high- and low-level electronic or electrical control devices that are associated with above systems of low voltage.

Erection of towers on buildings for television antennas.

L-74 BOILERS, STEAMFITTING, AND PROCESS PIPING, INCLUDING SOLAR

Installation, alteration, and repair of steam and hot water systems and boilers, including solar. Also included are chimney connections, flues, refractories, burners, piping, fittings, valves, thermal insulation and accessories; fuel and water lines from source of supply to boilers; process and specialty piping and related equipment; pneumatic and electrical controls and electrical power wiring from the equipment it serves back to the first disconnect switch electrically adjacent to that equipment.

If necessary, a new circuit may be added to the existing service panel or subpanel. Excluded is the installation of a new service panel or subpanel.

L-77 PLUMBING, INCLUDING SOLAR

Installation, alteration, and repair of all plumbing, including solar when performed solely within property lines and not on public easements or right-of-ways except as hereinafter provided.

Installation, alteration, and repair of all piping, fixtures, and appliances related to water supply, including pressure vessels and tanks (excluding municipal or related water supply systems); venting and sanitary drainage systems for all fluid and semi-fluid and organic wastes; septic tanks and leaching lines; roof leaders; lawn sprinkler systems; water-conditioning equipment; piping and equipment for swimming pools.

Also included are piping, fixtures, appliances, and pressure vessels for manufactured and natural gases, compressed air and vacuum systems, petroleum, fuel oil, and non-potable liquids, hot water heating and hot water supply systems operating at pressures not exceeding 30 PSIG or temperatures not exceeding 220° F.; steam heating and steam supply systems not exceeding 15 PSIG operating pressure; gas- or oil-fired space heaters and furnaces excluding duct work. Piping for water cooling systems, excluding the refrigerant piping and equipment. Testing and balancing of hydronics systems.

Sewer, gas, and water lines and connections from structure to the nearest point of public supply or disposal may cross public or private easements or be installed within private easements. Pipe installed across public property may not be increased in size or make any other connection between the point of exit from private property to point of connection at public supply or disposal. These lines shall not be installed parallel to main lines in public easements or right-of-ways.

L-78 SOLAR PLUMBING LIQUID SYSTEMS ONLY

Installation, alteration, and repair of solar water heating systems operating at temperatures not exceeding 220° F. Systems to include thermosyphon, direct (open loop), and indirect (closed loop), but excludes air as a transfer medium.

Includes installation of collectors, storage and expansion tanks, heat exchangers, piping valves, pumps, sensors, and low voltage controls which connect to existing plumbing and electrical stub-outs at the water tank location.

Installation of solar water heating systems for swimming pools which tie into and operate from the conventional pool systems, but excludes all nonsolar plumbing, electrical, and mechanical systems and components.

Installation of back-up and auxiliary heating systems only when such systems are included in the original contract and when such systems are an integral part of the solar collector or storage equipment.

L-79 AIR CONDITIONING AND REFRIGERATION, INCLUDING SOLAR

Installation, alteration, and repair of refrigeration and evaporative cooling systems, including solar.

Installation, alteration, and repair of heating systems of "wet", "dry" or radiant type. "Wet" systems include steam or hot water boilers and coils or baseboard convectors and are limited to 30 PSIG operating

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ing pressure of 220° F. for hot water and 15 PSIG operating pressure for steam. Gas-fired furnaces and space heaters.

Installation, alteration, and repair of ventilation systems.

These systems include duct work, air filtering devices, water treatment devices, pneumatic or electrical controls, and control piping. Thermal and acoustical insulation, vibration isolation materials and devices, liquid fuel piping and tanks, water and gas piping from service connection to equipment it serves. Testing and balancing of refrigerant, cooling and heating circuits and air-handling systems.

If necessary, a new circuit may be added to the existing service panel or subpanel. Excluded is the installation of a new service panel or subpanel.

R4-9-103. Residential License Classifications and Scopes

A. The Under the rulemaking power given to the Registrar under A.R.S. § 32-1105, the following is the scope of work which may be done under the residential license classifications as shown. The Within the following license classifications the "R" designation means that the licensee's scope of work is restricted limited to the description stated in the license title.

B. Residential license classifications. License classifications for residential contractors are as follows:

GENERAL RESIDENTIAL CONSTRUCTION

B General Building Contractor

B-3 General Remodeling and Repair Contractor

B-4 General Engineering Contractor

B-4R Corrosion Control

B-4R Sport Court Accessories

B-4R Soil Stabilization

B-5 General Swimming Pool Contractor

B-5R Swimming Pool Covers

B-5R Fiberglassing Of Swimming Pools

B-5R Reservoir Linings and Covers

B-5R Factory-fabricated Pools and Accessories

B-6 General Swimming Pool Contractor, Including Solar

B-10 Pre-manufactured Spas and Hot Tubs

SPECIALTY RESIDENTIAL CONTRACTORS

C-1 Acoustical Systems

C-2 Excavating, Grading and Oil Surfacing

C-3 Awnings and Canopies

C-4 Boilers, Including Solar

C-4R Boilers

C-5 Limited Specialty (As restricted by Registrar)

C-6 Swimming Pool Service and Repair

C-7 Carpentry

C-7R Doors, Gates, Windows and Accessories

C-7R Removable Formwork and Shoring

C-7R Nailing and Stapling

C-8 Floor Covering

C-8R Wood Flooring

C-8R Carpet

C-8R Composition Flooring

C-8R Non-conventional Floor Covering

C-8R Ceramic and Clay Floor Covering

C-9 Concrete

C-9R Guniting and Shotcrete

C-9R Lightweight Concrete

C-9R Fence Footings

C-9R Pre-cast Concrete

C-9R Sawing, Coring, Epoxy Panels, and

Bonding

C-9R Terrazzo

C-10 Drywall

C-11 Electrical

C-12 Low Voltage Communication Systems

C-13 Asphalt Paving

C-13R Asphalt Coating And Parking Appurtenances

C-14 Fencing

C-15 Blasting

C-16 Fire Protection

C-17 Structural Steel and Aluminum

C-17R Steel Floor, Sub Floor, and Form Systems

C-17R Welding

C-17R Ornamental Metals

C-17R Tanks

C-17R Recreational Equipment

C-17R Rebar and Wire Mesh

C-18 Elevators

C-21 Landscaping and Irrigation Systems

C-21R Landscaping

C-21R Irrigation Systems

C-22 House Moving

C-22R Wrecking

C-29 (As restricted by Registrar)

C-30 Finish Carpentry

C-30R Kitchen And Bathroom Components

C-30R Doors, Windows, Gates, Tub, and Shower Enclosures

C-30R Cultured Marble

C-30R Weatherstripping

C-31 Masonry

C-31R Flagstone

C-31R Stone Masonry

C-34 Painting and Wall Covering

C-34R Surface Preparation and Waterproofing

C-34R Wallpaper

C-36 Plastering

C-36R Swimming Pool Plastering

C-36R Lathing

C-37 Plumbing, Including Solar

C-37R Plumbing

C-37R Built-in Central Vacuum Systems

C-37R Kitchen and Bathroom Fixture Refinishing

C-37R Swimming Pool Plumbing and Equipment

C-37R Gas Piping

C-37R Sewers, Drains, and Pipe Laying

C-37R Water Conditioning Equipment

C-37R Solar Plumbing -- Liquid Systems Only

C-38 Signs

C-39 Air Conditioning and Refrigeration, Including Solar

C-39R Air Conditioning and Refrigeration

C-39R Gas Refrigeration

C-39R Temperature Control Systems

C-39R Warm Air Heating, Evaporative Cooling, and Ventilating

C-39R Evaporative Cooling and Ventilators

C-39R Pre-coolers

C-40 Insulation

C-40R Foam Insulation

C-41 Sewage Treatment Systems

C-41R Precast Waste Treatment Systems

C-42 Roofing

C-42R Foam and Foam Panel Roofing

C-42R Liquid Applied Roofing

C-42R Roofing Shingles and Shakes

C-45 Sheet Metal

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- C-45R Premanufactured Fireplaces
C-48 Ceramic, Plastic and Metal Tile
C-48R Swimming Pool Tile
C-53 Drilling
C-61 Limited Remodeling and Repair Contractor
C-62 Minor Home Improvements
C-63 Appliances
C-65 Glazing
C-65R Skylights
C-65R Storm Windows And Doors
C-65R Mirrors
C-65R Window Treatment
C-68 Mobile Home Remodeling And Repair
- C. RESIDENTIAL SCOPES.** The scope of work which may be done under the classifications shown is as follows:
- B GENERAL BUILDING CONTRACTOR**
Construction of all or any part of a residential structure or appurtenance, except for electrical, plumbing, mechanical, boilers, swimming pools, or spas, and roofing (except shingles and shakes) which must be subcontracted to an appropriately licensed contractor.
- B-3 GENERAL REMODELING and REPAIR CONTRACTOR**
Remodeling or repair of an existing residential structure or appurtenance except for electrical, plumbing, mechanical, boilers, swimming pools, or spas which must be subcontracted to an appropriately licensed contractor. The scope of work allowed under the C-7 carpentry classification is included.
- B-4 GENERAL ENGINEERING CONTRACTOR**
Construction and repair of appurtenances to residential structures.
B-4R Corrosion Control
B-4R Sport Court Accessories
B-4R Soil Stabilization
- B-5 GENERAL SWIMMING POOL CONTRACTOR**
Construction and repair of swimming pools and spas. Installation of fencing around the swimming pool or spa and installation of utilities from the point of service to the pool equipment are included. Construction of other structures or appurtenances is excluded.
B-5R Swimming Pool Covers
B-5R Fiberglassing of Swimming Pools
B-5R Reservoir Linings and COVERS
B-5R Factory Fabricated Pools and Accessories
- B-6 GENERAL SWIMMING POOL CONTRACTOR, INCLUDING SOLAR**
- B-10 PRE-MANUFACTURED SPAS AND HOT TUBS**
Construction and repair of spas and hot tubs. Installation of fencing around the spa or hot tub and installation of utilities from the point of service to the spa equipment are included.
- C-1 ACOUSTICAL SYSTEMS**
Installation and repair of acoustical wall and ceiling systems, excluding electrical.
- C-2 EXCAVATING, GRADING AND OIL SURFACING**
Installation, alteration, and repair of earthen material by digging, trenching, grading, or compacting the material for a cut, fill, grade, or trench. Oil surfacing may be applied over base materials.
- C-3 AWNINGS AND CANOPIES**
Installation and repair of window awnings, door hoods, free-standing or attached canopies, and carport and patio covers constructed of metal, fabric, fiberglass, and plastic.
- Installation or repair of screened and paneled enclosures, not intended for use as habitable spaces, using related metal panels, plastic inserts, and screen doors. A minimum of 60% of wall area of an enclosure shall be constructed of screening material.
Installation or repair of fascia panels, flashing, and skirting.
Installation or repair of exterior detached metal storage units. The placing of concrete footings and concrete slabs are permitted only when intended for patio covers, screened-in porches, and metal storage units when included in the same contract.
Excluded is any structural member which itself weighs more than 6 pounds per lineal foot.
All electrical, plumbing, and mechanical is excluded.
Installation and repair of awnings, canopies, carport covers and patio covers, including related hardware, accessories, fascia panels, screening and other materials common to the industry. Structural members may not exceed 6 pounds per foot on patio or carport covers.
- C-4 BOILERS, INCLUDING SOLAR**
Installation and repair of steam and hot water boilers.
As necessary, a new circuit may be added to the existing service panel or subpanel. Excluded is the installation of a new service panel or subpanel.
- C-4R Boilers
- C-5 LIMITED SPECIALTY (AS RESTRICTED BY THE REGISTRAR)**
Limited specialty classification limits the contractor to a field and scope of operation for which the applicant is qualified other than those listed.
- C-6 SWIMMING POOL SERVICE AND REPAIR**
Service and minor repair of residential pools and accessories, excluding plumbing connections to a potable water system, gas lines, gas chlorine systems, and electrical beyond the first disconnect.
- C-7 CARPENTRY**
Installation and repair of rough and finish general carpentry work on new and existing structures, including accessories and related hardware common to the industry.
C-7R Doors, Gates, Windows, and Accessories
C-7R Removable Formwork and Shoring
C-7R Nailing and Stapling
- C-8 FLOOR COVERING**
Installation and repair of floor covering materials and accessories.
C-8R Wood Flooring
C-8R Carpet
C-8R Composition Flooring
C-8R Non-conventional Floor Covering
C-8R Ceramic and Clay Floor Covering
- C-9 CONCRETE**
Installation and repair of concrete, concrete products and accessories common to the industry.
C-9R Gunite and Shotcrete
C-9R Lightweight Concrete
C-9R Fence Footings
C-9R Pre-cast Concrete
C-9R Sawing, Coring, Epoxy Panels, and Bonding
C-9R Terrazzo
- C-10 DRYWALL**
Installation, repair, taping, and texturing of gypsum wall-board, including lightweight nonbearing wall partitions and ceiling grid support systems for drywall.

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C-11 ELECTRICAL

Installation and repair of electrical systems.

C-12 LOW VOLTAGE COMMUNICATION SYSTEMS

Installation and repair of low voltage alarm, intercom, telephone, call, clock and television systems, including towers and antennas.

C-13 ASPHALT PAVING

Installation and repair of paved areas using materials and methods common to the industry, including but not limited to asphalt curbs, concrete bumper curbs, redwood headers, and striping.

C-13R Asphalt coating and parking appurtenances

C-14 FENCING

Installation and repair of fencing and low voltage electrical fence protective devices of less than 25 volts and/or 100 watts. Concrete masonry units cannot exceed 6' in height, excluding footings, nor can they be used for retaining wall purposes.

C-14R Fencing other than masonry

C-15 BLASTING

Use of explosives for movement of earthen materials or for demolition.

C-16 FIRE PROTECTION SYSTEMS

Installation and repair of approved types of fire prevention and fire protection systems including all mechanical apparatus, devices, piping, low voltage signaling systems, and equipment common to the industry. Installation of all other electrical devices, apparatus, and wiring must be subcontracted to a properly licensed contractor.

C-16R Co₂, Dry and Wet Chemical Systems

C-17 STRUCTURAL STEEL AND ALUMINUM

Installation and repair of architectural and structural shapes and members as common to the industry, including reinforcing steel that may be used as structural members for buildings, equipment, and structures.

C-17R Steel Floor, Sub-floor, and Form Systems

C-17R Welding

C-17R Ornamental Metals

C-17R Tanks

C-17R Recreational Equipment

C-17R Rebar, Post Tensioning, and Wire Mesh

C-18 ELEVATORS

Installation and repair of elevator systems.

C-21 LANDSCAPING AND IRRIGATION SYSTEMS

Preparation and alteration of land for horticulture and arboriculture. Installation of irrigation systems and controls. Carpentry is limited to decorative fences and screens, planter ~~boxes~~ ~~boxes~~, and plant tubs as common to the industry. Excluded are retaining walls over 3 feet 3", decorative walls or fences over 6 feet 6", perimeter walls, and fences, electrical beyond the existing panel and load bearing slabs and walkways.

As necessary, a new circuit may be added to the existing service panel or subpanel. Excluded is the installation of a new service panel or subpanel.

C-21R Landscaping

C-21r Irrigation Systems

C-22 HOUSE MOVING

Disconnection of utilities is permitted, but connection of utilities and construction of foundations are not.

C-22R Wrecking

C-29 MACHINERY (AS RESTRICTED BY THE REGISTER)

The scope of work allowed under the C-4, C-11, C-37 and C-39 classifications is excluded.

C-30 FINISH CARPENTRY

Installation, repair and finishing of cabinets, countertops, case sash, door trim, wood flooring, and other millwork.

C-30R Kitchen and Bathroom Components

C-30R Doors, Windows, Gates, Tub, and Shower Enclosures

C-30R Cultured Marble

C-30R Weatherstripping

C-31 MASONRY

Installation of, with or without mortar, stone, structural glass, brick, block, baked clay, or other products common to the industry.

C-31R Flagstone

C-31R Stone Masonry

C-34 PAINTING AND WALL COVERING

Surface preparation and application of materials common to the painting and decorating industry for protective and/or decorative purposes. Wall coverings, except ceramic tile, are included.

C-34R Surface Preparation and Waterproofing

C-34R Wallpaper

C-36 PLASTERING

Installation and repair of plaster materials common to the industry. Installation of lath products, including wall partitions and ceiling grids, to provide a key or suction-type bond for the various type plaster coatings.

C-36R Swimming Pool Plastering

C-36R Lathing

C-37 PLUMBING, INCLUDING SOLAR

Installation and repair of water and gas piping systems, fire protection systems, and sewage treatment systems. Included are all fixtures, vents, and devices common to the industry, as well as solar applications.

C-37R Plumbing

C-37R Built-in Central Vacuum Systems

C-37R Kitchen and Bathroom Fixture Refinishing

C-37R Swimming Pool Plumbing and Equipment

C-37R Gas Piping

C-37R Sewers, Drains and Pipe Laying

C-37R Water Conditioning Equipment

C-37r Solar plumbing -- liquid systems only

C-38 SIGNS

Installation and repair of signs, excluding any electrical wiring beyond the first adequate power outlet accessible and adjacent to the sign.

C-39 AIR CONDITIONING AND REFRIGERATION, INCLUDING SOLAR

Installation and repair of comfort air-conditioning systems, including refrigeration, evaporative cooling, ventilating and heating with or without solar equipment. Installation and repair of machinery, units, accessories and controls in refrigerators, refrigerator rooms and insulated refrigerator spaces.

If necessary, a new circuit may be added to the existing service panel or subpanel. Excluded is the installation of a new service panel or subpanel.

C-39R Air Conditioning And Refrigeration

C-39r Gas Refrigeration

C-39R Temperature Control Systems

C-39R Warm Air Heating, Evaporative Cooling, and Ventilating

C-39R Evaporative Cooling and Ventilators

C-39R Pre-coolers

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C-40 INSULATION

Installation of insulating materials common to the industry for the purpose of temperature or sound control, excluding any exterior roofing materials such as foam and reflective coating.

C-40R Foam Insulation

C-41 SEWAGE TREATMENT SYSTEMS

Installation and repair of sewage treatment systems, septic tanks, cesspools, and leach fields, in compliance with the requirements of the responsible Health Department.

C-41R Precast Waste Treatment Systems

C-42 ROOFING

Installation and repair of materials common to the industry that form a water-tight, weather-resistant surface for roofs and decks, including all accessories, flashing, valleys, gravel stops, and roof insulation panels above the roof deck.

C-42R Foam and Foam Panel Roofing

C-42R Liquid Applied Roofing

C-42R Roofing Shingles And Shakes

C-45 SHEET METAL

Installation and repair of sheet metal, aluminum, plastic, and fiberglass products common to the industry.

C-45R Premanufactured Fireplaces

C-48 CERAMIC, PLASTIC, AND METAL TILE

Installation and repair of ceramic and facsimile tile products common to the industry.

C-48R Swimming Pool Tile

C-53 DRILLING

Installation and repair of wells, including test boring, exploratory drilling, and all materials and devices common to the industry.

C-61 LIMITED REMODELING AND REPAIR CONTRACTOR

Remodeling or repairs to existing structures or appurtenances, excluding swimming pools or spas, not to exceed \$25,000 \$15,000 per project per dwelling. Work on electrical, plumbing, mechanical, or boilers which requires a building permit must be subcontracted to an appropriately licensed contractor. The scope of work allowed under the C-7 carpentry classification is included.

C-62 MINOR HOME IMPROVEMENTS

Remodeling, repairs, and improvements to existing structures or appurtenances not to exceed \$2,500 for labor and materials per project per dwelling or appurtenance. The minor home improvement contractor shall not perform structural work to any existing structures or appurtenances, including load-bearing masonry or concrete work (with the exception of on-grade flat work), and load-bearing carpentry work (with the exception of patio or porch covers). All electrical, plumbing, air conditioning, heating, boilers, and roofing work shall be performed by an appropriately licensed contractor.

C-63 APPLIANCES

Installation and repair of appliances. Included is the connection of a mobile home to existing gas, plumbing, and electrical services installed by a properly licensed contractor.

C-65 GLAZING

Installation and repair of glass, glass products, plastics, frames, holding members, and all materials common to the industry.

C-65R Skylights

C-65R Storm Windows and Doors

C-65R Mirrors

C-65R Window Treatment

C-68 MOBILE HOME REMODELING AND REPAIR

After installation, to do mobile home repair or remodeling. Site work is excluded, as well as remodeling which will increase floor area.

R4-9-104. Dual Construction License Classifications and Scopes

A. Under the rulemaking power given to the Registrar under A.R.S. § 32-1105, the following is the scope of work which may be done under the dual classifications as shown.

B. Dual Construction license classifications. License classifications for dual contractors are as follows:

DUAL GENERAL ENGINEERING CONSTRUCTION

KA General Engineering

KA-5 General Swimming Pool Contractor

KA-6 General Swimming Pool Contractor
Including Solar

KE- (As restricted by Registrar)

DUAL GENERAL CONSTRUCTION

KB-1 General Building Contractor

KB-2 Residence and Small Commercial

KO- (As restricted by Registrar)

DUAL SPECIALTY CONSTRUCTION

K-1 Acoustical Systems

K-2 Excavating, Grading, and Oil Surfacing

K-3 Awnings, Canopies, and Carport and Patio
Covers

K-4 Boilers, Steamfitting, and Process Piping

K-5 (As restricted by Registrar)

K-6 Swimming Pool Service and Repair

K-7 Carpentry

K-8 Floor Covering

K-9 Concrete

K-10 Drywall

K-11 Electrical

K-12 Elevators

K-13 Carpet

K-14 Fencing

K-15 Blasting

K-16 Fire Protection Systems

K-17 Steel and Aluminum Erection

K-21 Landscaping and Irrigation Systems

K-24 Ornamental Metal

K-26 Landscaping

K-29 Machinery (As restricted by Registrar)

K-31 Masonry

K-34 Painting

K-36 Plastering

K-37 Plumbing

K-38 Signs

K-39 Air Conditioning, Refrigeration, and
Heating

K-40 Insulation

K-41 Septic Tanks and Systems

K-42 Roofing

K-44 Irrigation Systems

F-45 Sheet Metal

K-48 Ceramic, Plastic, and Metal Tile

K-53 Water Well Drilling

K-54 Water Conditioning Equipment

K-56 Welding

K-57 Wrecking

K-58 Comfort Heating, Ventilating,
Evaporative Cooling

K-60 Finish Carpentry

K-61 Carpentry, Remodeling, and Repairs

K-62 Reinforcing Bar and Wire Mesh

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- K-63 Appliances
- K-64 Wood Floor Laying and Finishing
- K-65 Glazing
- K-66 Seal Coating
- K-67 Low Voltage Communication Systems
- K-69 Asphalt Paving
- K-74 Boilers, Steamfitting, and Process Piping, including Solar
- K-77 Plumbing, including Solar
- K-78 Solar Plumbing Liquid Systems Only
- K-79 Air Conditioning and Refrigeration, including Solar
- K-80 Sewers, Drains, and Pipe Laying

C. Dual license scopes. The scope of work which may be done under the classifications shown is as follows:

KA GENERAL ENGINEERING

This classification allows the scope of work permitted by the A- General Engineering for commercial and the scope of work permitted by the B-4 General Engineering for residential.

KA-5 GENERAL SWIMMING POOL CONTRACTOR

This classification allows the scope of work permitted by the A-9 Swimming Pools for commercial and the scope of work permitted by the B-5 General Swimming Pool for residential.

KA-6 GENERAL SWIMMING POOL CONTRACTOR, INCLUDING SOLAR

This classification allows the scope of work permitted by the A-19 Swimming Pools, Including Solar for commercial and the scope of work permitted by the B-6 General Swimming Pools, Including Solar for residential.

KE- (As restricted by Registrar)

KB-1 GENERAL BUILDING CONTRACTOR

This classification allows the scope of work permitted by the B-1 General Commercial Contractor for commercial and the scope of work permitted by the B General Building Contractor for residential.

KB-2 RESIDENCE AND SMALL COMMERCIAL

This classification allows the scope of work permitted by the B-2 General Small Commercial for commercial and the scope of work permitted by the B- General Building Contractor for residential.

KO- (As restricted by Registrar)

K-1 ACOUSTICAL SYSTEMS

This classification allows the scope of work permitted by the L-1 Acoustical Systems for commercial and the scope of work permitted by the C-1 Acoustical Systems for residential.

K-2 EXCAVATING, GRADING, AND OIL SURFACING

This classification allows the scope of work permitted by the A-5 Excavating, Grading, and Oil Surfacing for commercial and the scope of work permitted by the C-2 Excavating, Grading, and Oil Surfacing for residential.

K-3 AWNINGS, CANOPIES, AND CARPORT AND PATIO COVERS

This classification allows the scope of work permitted by the L-3 Awnings, Canopies, and Carport and Patio Covers for commercial and the scope of work permitted by the C-3 Awnings and Canopies for residential.

K-4 BOILERS, STEAMFITTING, AND PROCESS PIPING

This classification allows the scope of work permitted by the L-4 Boilers, Steamfitting, and Process Piping for commercial and the scope of work permitted by the C-4R Boilers for residential.

K-5 (As restricted by Registrar)

K-6 SWIMMING POOL SERVICE AND REPAIR

This classification allows the scope of work permitted by the L-6 Swimming Pool Service and Repair for commercial and the scope of work permitted by the C-6 Swimming Pool Service and Repair for residential.

K-7 CARPENTRY

This classification allows the scope of work permitted by the L-7 Carpentry for commercial and the scope of work permitted by the C-7 Carpentry for residential.

K-8 FLOOR COVERING

This classification allows the scope of work permitted by the L-8 Floor Covering for commercial and the scope of work permitted by the C-8 Floor Covering for residential.

K-9 CONCRETE

This classification allows the scope of work permitted by the L-9 Concrete for commercial and the scope of work permitted by the C-9 Concrete for residential.

K-10 DRYWALL

This classification allows the scope of work permitted by the L-10 Drywall for commercial and the scope of work permitted by the C-10 Drywall for residential.

K-11 ELECTRICAL

This classification allows the scope of work permitted by the L-11 Electrical for commercial and the scope of work permitted by the C-11 Electrical for residential.

K-12 ELEVATORS

This classification allows the scope of work permitted by the L-12 Elevators for commercial and the scope of work permitted by the C-18 Elevators for residential.

K-13 CARPET

This classification allows the scope of work permitted by the L-13 Carpets for commercial and the scope of work permitted by the C-8R Carpet for residential.

K-14 FENCING

This classification allows the scope of work permitted by the L-14 Fencing for commercial and the scope of work permitted by the C-14 Fencing for residential.

K-15 BLASTING

This classification allows the scope of work permitted by the A-3 Blasting for commercial and the scope of work permitted by the C-15 Blasting for residential.

K-16 FIRE PROTECTION SYSTEMS

This classification allows the scope of work permitted by the L-16 Fire Protection Systems for commercial and the scope of work permitted by the C-16 Fire Protection for residential.

K-17 STEEL AND ALUMINUM ERECTION

This classification allows the scope of work permitted by the A-11 Steel and Aluminum Erection for commercial and the scope of work permitted by the C-17 Structural Steel and Aluminum for residential.

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K-21 LANDSCAPING AND IRRIGATION SYSTEMS

This classification allows the scope of work permitted by the A-21 Landscaping and Irrigation Systems for commercial and the scope of work permitted by the C-21 Landscaping and Irrigation Systems for residential.

K-24 ORNAMENTAL METALS

This classification allows the scope of work permitted by the L-24 Ornamental Metals for commercial and the scope of work permitted by the C-17R Ornamental Metals for residential.

K-26 LANDSCAPING

This classification allows the scope of work permitted by the L-26 Landscaping for commercial and the scope of work permitted by the C-21R Landscaping for residential.

K-29 MACHINERY (As restricted by Registrar)

K-31 MASONRY

This classification allows the scope of work permitted by the L-31 Masonry for commercial and the scope of work permitted by the C-31 Masonry for residential.

K-34 PAINTING

This classification allows the scope of work permitted by the L-34 Painting and Wallcovering for commercial and the scope of work permitted by the C-34 Painting and Wallcovering for residential.

K-36 PLASTERING

This classification allows the scope of work permitted by the L-36 Plastering for commercial and the scope of work permitted by the C-36 Plastering for residential.

K-37 PLUMBING

This classification allows the scope of work permitted by the L-37 Plumbing for commercial and the scope of work permitted by the C-37 Plumbing for residential.

K-38 SIGNS

This classification allows the scope of work permitted by the L-38 Signs for commercial and the scope of work permitted by the C-38 Signs for residential.

K-39 AIR CONDITIONING AND REFRIGERATION

This classification allows the scope of work permitted by the L-39 Air Conditioning and Refrigeration for commercial and the scope of work permitted by the C-39R Air Conditioning and Refrigeration for residential.

K-40 INSULATION

This classification allows the scope of work permitted by the L-40 Insulation for commercial and the scope of work permitted by the C-40 Insulation for residential.

K-41 SEPTIC TANKS AND SYSTEMS

This classification allows the scope of work permitted by the L-41 Septic Tanks and Systems for commercial and the scope of work permitted by the C-41 Sewage Treatment and Systems for residential.

K-42 ROOFING

This classification allows the scope of work permitted by the L-42 Roofing for commercial and the scope of work permitted by the C-42 Roofing for residential.

K-44 IRRIGATION SYSTEMS

This classification allows the scope of work permitted by the L-44 Irrigation Systems for commercial and the scope of work permitted by the C-44 Irrigation Systems for residential.

K-45 SHEET METAL

This classification allows the scope of work permitted by the L-45 Sheet Metal for commercial and the scope of work permitted by the C-45 Sheet Metal for residential.

K-48 CERAMIC, PLASTIC, AND METAL TILE

This classification allows the scope of work permitted by the L-48 Ceramic, Plastic, and Metal Tile for commercial and the scope of work permitted by the C-48 Ceramic, Plastic, and Metal Tile for residential.

K-53 WATER WELL DRILLING

This classification allows the scope of work permitted by the L-53 Water Well Drilling for commercial and the scope of work permitted by the C-53 Water Well Drilling for residential.

K-54 WATER CONDITIONING EQUIPMENT

This classification allows the scope of work permitted by the L-54 Water Conditioning Equipment for commercial and the scope of work permitted by the C-37R Water Conditioning Equipment for residential.

K-56 WELDING

This classification allows the scope of work permitted by the L-56 Welding for commercial and the scope of work permitted by the C-17R Welding for residential.

K-57 WRECKING

This classification allows the scope of work permitted by the L-57 Wrecking for commercial and the scope of work permitted by the C-22R Wrecking for residential.

K-58 COMFORT HEATING, VENTILATING, EVAPORATIVE COOLING

This classification allows the scope of work permitted by the L-58 Comfort Heating, Ventilating, Evaporative Cooling for commercial and the scope of work permitted by the C-39R Warm Air Heating, Evaporative Cooling, and Ventilating for residential.

K-60 FINISH CARPENTRY

This classification allows the scope of work permitted by the L-60 Finish Carpentry for commercial and the scope of work permitted by the C-30 Finish Carpentry for residential.

K-61 CARPENTRY, REMODELING, AND REPAIRS

This classification allows the scope of work permitted by the L-61 Carpentry, Remodeling, and Repairs for commercial and the scope of work permitted by the C-61 Limited Remodeling and Repair Contractor for residential.

K-62 REINFORCING BAR AND WIRE MESH

This classification allows the scope of work permitted by the L-62 Steel Reinforcing Bar and Wire Mesh for commercial and the scope of work permitted by the C-17R Rebar and Wire Mesh for residential.

K-63 APPLIANCES

This classification allows the scope of work permitted by the L-63 Appliances for commercial and the

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scope of work permitted by the C-63 Appliances for residential.

K-64 WOOD FLOOR LAYING AND FINISHING

This classification allows the scope of work permitted by the L-64 Wood Floor Laying and Finishing for commercial and the scope of work permitted by the C-8R Wood Flooring for residential.

K-65 GLAZING

This classification allows the scope of work permitted by the L-65 Glazing for commercial and the scope of work permitted by the C-65 Glazing for residential.

K-66 SEAL COATING

This classification allows the scope of work permitted by the A-15 Seal Coating for commercial and the scope of work permitted by the C-13R Asphalt Coating and Parking Appurtenances for residential.

K-67 LOW VOLTAGE COMMUNICATION SYSTEMS

This classification allows the scope of work permitted by the L-67 Low Voltage Communications Systems for commercial and the scope of work permitted by the C-12 Low Voltage Communication Systems for residential.

K-69 ASPHALT PAVING

This classification allows the scope of work permitted by the A-14 Asphalt Paving for commercial and the scope of work permitted by the C-13 Asphalt Paving for residential.

K-74 BOILERS, STEAMFITTING, AND PROCESS PIPING, INCLUDING SOLAR

This classification allows the scope of work permitted by the L-74 Boilers, Steamfitting, and Process Piping, Including Solar for commercial and the scope of work permitted by the C-4 Boilers, Including Solar for residential.

K-77 PLUMBING, INCLUDING SOLAR

This classification allows the scope of work permitted by the L-77 Plumbing, Including Solar for commercial and the scope of work permitted by the C-37 Plumbing, Including Solar for residential.

K-78 SOLAR PLUMBING LIQUID SYSTEMS ONLY

This classification allows the scope of work permitted by the L-78 Solar Plumbing Liquid Systems Only for commercial and the scope of work permitted by the C-37R Solar Plumbing Liquid Systems Only for residential.

K-79 AIR CONDITIONING AND REFRIGERATION, INCLUDING SOLAR

This classification allows the scope of work permitted by the L-79 Air Conditioning and Refrigeration, Including Solar for commercial and the scope of work permitted by the C-39 Air Conditioning and Refrigeration, Including Solar for residential.

K-80 SEWERS, DRAINS, AND PIPE LAYING

This classification allows the scope of work permitted by the A-12 Sewers, Drains, and Pipe Laying for commercial and the scope of work permitted by the C-37R Sewers, Drains, and Pipe Laying for residential.

R4-9-105, R4-9-104. Restricted Unlisted License Classifications

A. A restricted limited license licensee is a specialty or general license that contractor whose classification and title when issued confines the scope of allowable contracting work to a

specialized area of construction which the Registrar of Contractors grants on a case-by-case basis in accordance with the express request of an applicant. The restricted license classifications are designations assigned by the Registrar for any licenses applied for under this rule shall be either a Class AE, KE, KO, BE, C-5, K-5, L-5, K-29, or L-29. The assignment of a restricted license limited classification and scope will be is determined by the nature and complexity of the work, the degree of unusual expertise involved, and the applicability of to existing classifications to the specialized area of construction.

B. When applying for a restricted an unclassified license classification, the applicant, if requested, shall submit to the Registrar the following:

1. A detailed statement of the type and scope of contracting work that the applicant proposes to perform.
2. Any ~~Attach~~ any brochures, catalogs, photographs, diagrams, or other material which the applicant has that will further clarify the scope of the work that the applicant proposes to perform.

C. The Registrar shall determine the classification of the restricted license and so notify the applicant of the classification. ~~The applicant must then and license title so he may apply for the restricted license required license(s) according to the Registrar of Contractor's application process.~~

D. A contractor issued a restricted license person licensed pursuant to this rule must confine ~~the contractor's~~ his activities as a contractor to the field and scope of operations as described in the license classification accepted by the Registrar and indicated on the title of the license when issued.

R4-9-106, R4-9-105. Examinations

Examinations are given weekly or more often as prescribed by the Registrar. Unless otherwise exempt or not required, the applicant's qualifying party qualifying for the applicant must take and pass the examinations with a passing grade grades of at least 70% for each examination taken.

R4-9-108. Workmanship Standards

A. All work shall be performed done in a professional and workmanlike manner.

B. All work shall be performed in accordance with any applicable building codes and professional industry standards. In those political subdivisions of the state where local authority has adopted a building code containing express provisions applicable to that aspect of construction work which is the subject of a workmanlike determination, compliance with such code shall constitute good and workmanlike construction for purposes of this rule.

C. All work performed in any county, city, or town which In those political subdivisions of the state where local authority has not adopted a building codes code, or where any adopted building codes do code does not contain specific provisions applicable to that aspect of construction work shall be performed in accordance with professional industry standards and shall comply with the which is the subject of a workmanlike determination, the minimum standards for good, workmanlike construction set forth in subsections paragraphs (C)(1) through (4) below of this subsection, to the extent that provisions pertinent to the aspect of construction work under consideration are contained in such paragraphs, are adopted for purposes of this rule.

1. In all new construction or remodeling, the minimum standards shall be in accordance with the Minimum Property Standards (M.P.S.) of Housing and Urban Development (H.U.D.) and Manual of Acceptable Practices for the Federal Housing Administration (F.H.A.) in effect as of

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- 1994 1982 as they pertain to construction, and construction design but and not to matters of site design and development of such residential construction.
2. In all new construction or remodeling, the minimum standards shall be in accordance with the terms of the minimum building requirements as set forth in the International Conference of Building Officials 1997 Edition of the Uniform Building Code, 1988 Editions.
 3. In all general engineering work, the minimum standards shall be in accordance with the minimum building requirements as set forth in the International Conference of Building Officials 1997 Edition of the Uniform Building Code, 1988 Editions, and to the Asphalt Institute's Principles of Construction of Hot Mix Asphalt Pavements, 1983 First Edition of the "Principles of Construction of Hot Mix Asphalt Pavements", and the Asphalt in Pavement Maintenance, 1983 Second Edition of the "Asphalt in Pavement Maintenance", as they pertain to construction and to matters of design and site development.
 4. Plumbing, electrical, and mechanical refrigeration work shall be governed as follows:
 - a. Plumbing: . The minimum standards in the plumbing field shall be in accordance with the International Association of Plumbing and Mechanical Officials and the International Conference of Building Officials 1997 1988 Edition of the International Association of Plumbing and Mechanical Officials Uniform Plumbing Code; .
 - b. Electrical: . The minimum standards in the electrical field shall be in accordance with the National Fire Protection Association terms of the 1996 1987 Edition of the National Electrical Code; and of the National Fire Protection Association.
 - c. Mechanical refrigeration: . The minimum standards in the mechanical refrigeration field shall be in accordance with the International Association of Plumbing and Mechanical Officials and International Conference of Building Officials 1997 terms of the 1988 Edition of the Uniform Mechanical Code of the International Association of Plumbing and Mechanical Officials and International Conference of Building Officials.
 5. The codes and industry manuals, and no future amendments and additions, referred to in subsections (C)(1) through (4) above are incorporated herein by reference and on file with the Office of the Secretary of State and the Registrar of Contractors. This incorporation by reference contains no future editions or amendments.

R4-9-111. General contractors Repealed

No general contractor, except B-4, B-5, B-6 and B-10, shall do work under their general contractor's license that is covered by specialty licenses C-4, C-11, C-37, or C-39 who has not, prior to the performance of such work, met all qualifications established by the Registrar including passing examinations and meeting the experience requirements for the above-numbered specialty licenses.

R4-9-112. Bond Limits and Regulations

- A. In accordance with the provisions of A.R.S. § 32-1152, contractor's license bonds are established in the following amounts as based upon the gross volume of work contemplated by the licensee within the state of Arizona for the ensuing fiscal year:

Contemplated Gross Volume (Per License)	Bond Amount
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1. **General Residential**
General Contractors:

\$150,000 or less	\$5,000
In Excess of \$150,000 but not more than \$750,000	\$9,000
Over \$750,000	\$15,000
2. **Specialty Residential**
Specialty Contractors:

\$100,000 or less	\$1,000
In excess of \$100,000 but not more than \$375,000	\$4,250
Over \$375,000	\$7,500
3. **General Commercial**
General Contractors:

\$150,000 or less	\$5,000
(Includes General Engineering Contractors)	
In excess of \$150,000 but not more than \$500,000	\$10,000
In excess of \$500,000 but not more than \$1 million One Million	\$15,000
In excess of \$1 million One Million but not more than \$5 million Five Million	\$40,000
In excess of \$5 million Five Million but not more than \$10 million Ten Million	\$65,000
Over \$10 million Ten Million	\$90,000
4. **Specialty Commercial**
Specialty Contractors:

\$150,000 or less	\$2,500
In excess of \$150,000 but not more than \$500,000	\$5,000
In excess of \$500,000 but not more than \$1 million One Million	\$10,000
In excess of \$1 million One Million but not more than \$5 million Five Million	\$20,000
In excess of \$5 million Five Million but not more than \$10 million Ten Million	\$32,500
Over \$10 million Ten Million	\$45,000
5. A General dual-licensed Contractor's bond shall be the sum of the amount shown in subsection (A)(1) of this Section based on the contractor's estimated volume of residential work, plus the bond amount shown in subsection (A)(3) of this Section based on the contractor's estimated volume of commercial work.
6. A specialty dual-licensed Contractor's bond shall be the sum of the amount shown in subsection (A)(2) of this Section based on the contractor's estimated volume of residential work, plus the bond amount shown in subsection (A)(4) of this Section based on the contractor's estimated volume of commercial work.

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- B.** New applications. On all new applications for any classification of license, the applicant shall estimate his anticipated gross volume of work within the state of Arizona for the remainder of the present fiscal year and shall be governed by the bond requirements hereinabove set forth as they apply to his particular classification of license. The filing of a bond or deposit in a specified amount shall be deemed to be the equivalent of submitting a volume estimate within the dollar limitations applicable for such bond amount.
- C.** Renewal. All estimates made for renewal of licenses shall be made in such manner and upon a form acceptable to the Registrar of Contractors. The filing or continuation of a bond or deposit in a specified amount shall be deemed to be the equivalent of submitting a volume estimate within the dollar limitations applicable for such bond amount. The Registrar of Contractors is not responsible for over or under estimates of volume of work made by the licensee or for the sufficiency of any bond or deposit. A gross underestimate knowingly made by a licensee shall may be construed as a material misrepresentation and could subject the licensee to suspension or revocation of his license.
- D.** The amount of the contractor's license bond may be increased at any time during the fiscal year. However, a surety bond or cash deposit in lieu of bond cannot be decreased except at the time of renewal for the ensuing fiscal year.
- E.** Surety bonds or cash deposits shall not become operative effective until filed with the Registrar's office and if the effective date as shown upon the bond is after the date of filing with the Registrar, then the effective date shown upon the bond shall be the controlling date on which the bond becomes effective. If a surety bond is filed before the effective date of the bond, the bond becomes operative on the effective date.

R4-9-113. Application Process

- A.** In accordance with the provisions of A.R.S. § 32-1122, an applicant for licensure shall submit a verified application on forms prescribed by the Registrar of Contractors.
- B.** The Agency shall review an application for administrative completeness and mail a written notice within 40 days from the date of receipt.
1. If no deficiencies are found in the application, the Agency shall mail a written notice of completeness to the applicant.
 2. If deficiencies are found in the application, the Agency shall mail a written request for additional information specifically delineating the deficiencies to the applicant. The 40-day time-frame for the Agency to finish the review for completeness shall be suspended from the date the notice of deficiencies is mailed until the applicant provides the Agency with all requested information.
- C.** The applicant shall submit all of the deficient information required, or request an extension of time, within 30 days of the date of mailing of the notice of deficiencies.
1. If the applicant requests an extension of time, that request must be submitted in writing and be signed by a principal on the application.
 2. The Agency shall mail its decision to grant or deny an extension to the applicant within 15 days of receipt of the request. If an extension is granted, it shall not exceed 60 days from the date of the mailing of the notice of deficiencies. If an extension is denied, such notice shall contain an explanation of the reason for denial.
 3. If the applicant does not provide the Agency with the required information within 30 days from the date of the notice of deficiencies or 60 days from the deficiency date if the Agency granted the applicant an extension of time, the Agency shall return the application.

- D.** The Agency shall complete a substantive review of the applicant's qualifications and grant, deny, or mail a written notice of deficiencies within 20 days after expiration of the administrative completeness review.
1. If the Agency finds deficiencies during the substantive review of the application, the Agency shall mail a written request for additional information to the applicant.
 2. The 20-day time-frame for a substantive review shall be suspended from the date of mailing the request for additional information until the applicant provides the Agency with all requested information.
 3. Within 15 days of the date of mailing of the notice of deficiencies, the applicant may mail a request for an extension of time not to exceed 30 days from the date of the mailing of the notice of deficiencies. The applicant's request must be in writing and signed by a principal on the application.
 4. If the applicant does not provide the Agency with the required information within 15 days of the date of mailing the notice of deficiencies, or request an extension of time, the Agency shall deny the application.
 5. The Agency shall mail written notice to the applicant of the Agency's decision to grant or deny an extension. If an extension is granted, it shall not exceed 30 days from the date of mailing the notice of deficiencies. If an extension is denied, such notice shall contain an explanation of the reason for denial.
 6. If the applicant does not qualify for licensure, the Agency shall deny the application and mail a written notice of the Agency's action to the applicant pursuant to A.R.S. § 41-1076.
- E.** For purposes of A.R.S. § 41-1072 et seq., the Agency establishes the following time-frames for issuance of a contractor's license.
1. Administrative completeness review time-frame: 40 days;
 2. Substantive review time-frame: 20 days;
 3. Overall Agency time-frame: 60 days (These time-frames do not include extensions granted to the applicant to respond pursuant to subsections (C)(2) and (D)(5) of this Section.
- F.** For the purpose of this rule, 1st class mail sent to the address of record on the application shall serve as legal notice.
- G.** In computing any period of time prescribed or allowed by this rule, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
- H.** Notwithstanding any provisions of this rule, the applicant may apply to the Registrar in writing to withdraw a license application and fees any time prior to issuance or denial.

R4-9-130. Schedule of Fees After December 31, 1993

The After December 31, 1993, the following biennial license application fees, biennial license renewal fees, and fees for other services shall not exceed the amounts listed below and shall be applicable in accordance with the provisions of A.R.S. §§ 32-1123.01 and 32-1126:

1. RESIDENTIAL CONTRACTORS:	Application	Renewal
	a. General Residential Contractor:	
	Fee for license application	\$460.00 \$320.00

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b.	General Residential Contractor:				in the B-4 General Engineering contractor classification	\$1240.00	\$960.00
	Fee for license renewal	\$320.00			d. Fee for applicant to obtain a class KB General Building license if the applicant holds a valid license in the B-01 General Commercial contractor classification	\$1100.00	\$960.00
b.c.	Specialty Residential Contractor:				e. Fee for applicant to obtain a class KB General Building license if applicant holds a valid license in a residential B General Building contractor classification	\$1240.00	\$960.00
	Fee for license application	\$335.00	\$270.00		4. <u>SPECIALTY DUAL CONSTRUCTION</u>		
d.	Specialty Residential Contractor:				a. Fee for applicant to obtain a dual class K license	\$1005.00	\$810.00
	Fee for license renewal	\$270.00			b. Fee for applicant to obtain a Dual class K Specialty license if the applicant holds both a valid commercial license and a residential license in the equivalent classifications	\$810.00	\$810.00
2.	<u>COMMERCIAL CONTRACTORS:</u>				c. Fee for applicant to obtain a Dual class K Specialty license if the applicant holds a valid commercial license in the equivalent classification	\$875.00	\$810.00
a.	General Commercial Contractor (includes General Engineering Contractor):				d. Fee for applicant to obtain a Dual K class Specialty license when applicant holds a valid residential license in an equivalent classification	\$940.00	\$810.00
	Fee for license application	\$920.00	\$640.00		5.3. <u>FEEES FOR OTHER SERVICES:</u>		
b.	General Commercial Contractor (includes General Engineering Contractor):				a. Application to change qualifying party		\$100.00
	Fee for license renewal	\$640.00			b. Application to change name of licensee		\$30.00
b.c.	Specialty Commercial Contractor:				c. Initial examination fee		\$60.50
	Fee for license application	\$670.00	\$540.00		d. Retake examination fee		\$27.50
d.	Specialty Commercial Contractor:						
	Fee for license renewal	\$540.00					
3.	<u>DUAL CONSTRUCTION LICENSE FEES</u>						
a.	General Dual Construction Contractor (includes General Engineering Contractor) Fee for original license application	\$1380.00	\$960.00				
b.	Fee for applicant to obtain a class KA General Engineering license if applicant holds a valid license in the A General Engineering constructor classification	\$1100.00	\$960.00				
c.	Fee for applicant to obtain a class KA General Engineering license if applicant holds a valid license						

NOTICE OF PROPOSED RULEMAKING

TITLE 9. HEALTH SERVICES

**CHAPTER 24. DEPARTMENT OF HEALTH SERVICES
MEDICALLY UNDERSERVED AREA MEDICAL SERVICES**

PREAMBLE

1. Sections Affected

R9-24-401
R9-24-402
R9-24-402
R9-24-403
R9-24-403
R9-24-404
R9-24-404
R9-24-405
Exhibit A
R9-24-406
R9-24-406
R9-24-407
R9-24-407
R9-24-408
R9-24-408
Exhibit B
R9-24-409
R9-24-409
R9-24-410
R9-24-410
R9-24-411
R9-24-411
Exhibit C
R9-24-412
R9-24-412
Exhibit D

Rulemaking Action

Amend
Re number
Amend
Re number
Amend
Re number
Amend
Repeal
Repeal
Re number
Amend
Re number
Amend
Re number
Amend
Repeal
Re number
Amend
Re number
Amend
Repeal
Re number
Amend
Repeal

2. The specific authority for the rulemaking, including both the authorizing statute (general) and the statutes the rules are implementing (specific):

Authorizing statute: A.R.S. § 36-136(F)

Implementing statute: A.R.S. § 36-2172

3. The name and address of agency personnel with whom persons may communicate regarding the rulemaking:

Name: Belinda Ehlert, Program Manager

Address: Department of Health Services
Medically Underserved Area Medical Services
1740 West Adams, Room 301
Phoenix Arizona 85007

Telephone: (602) 542-2954

FAX: (602) 542-1244

or

Name: Stan Hovey, Office Chief

Address: Department of Health Services
Medically Underserved Area Medical Services
1740 West Adams, Room 301
Phoenix Arizona 85007

Telephone: (602) 542-1219

FAX: (602) 542-1244

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4. An explanation of the rule, including the agency's reasons for initiating the rule:

The Arizona Loan Repayment Program is authorized by A.R.S. § 36-2172 to make repayment of eligible loans to primary health care providers in exchange for service in underserved areas. The proposed amendments reflect changes needed as a result of internal review. These changes are necessary in order to achieve the intent of the program, with emphasis on rural and remote rural areas of the state.

5. A showing of good cause why the rule is necessary to promote a statewide interest if the rule will diminish a previous grant of authority of a political subdivision of this state:

Not applicable.

6. The preliminary summary of the economic, small business and consumer impact:

ECONOMIC IMPACT: The proposed rule amendments reflect changes needed as a result of internal review and in implementing the program. These changes have been identified as necessary in order to achieve the intent of the program through the day-to-day administration. Emphasis on funding set-asides (Section R9-24-403) denoting 20% to Remote Rural areas and 64% to Rural area awards insures compliance with the intent of the enabling statute, which gives priority to the rural and remote rural areas of the state.

The economic impact on the state is positive, but minimal, and will result in more efficient utilization of the program. The state has appropriated \$100,000 to this program and has a federal match. At a maximum \$40,000 award for a physician in a rural area, up to 5 physicians will be placed in medically underserved areas of Arizona, with an emphasis on placement of physicians in rural and remote areas.

SMALL BUSINESS: There is no monetary impact. These changes are necessary for clarity and fairness. No for-profit private primary care entities will be affected by these rules. Nonprofit primary health care entities will be impacted in a minimal way due to the documentation the state will require before an award is made. This documentation will assure the services are available to underserved primary health care need areas.

CONSUMER IMPACT: A positive impact will be felt by consumers as access to primary health care will be available to the medically underserved. A sliding discount to fee scale is required in this program, which assures services to the uninsured.

7. The name and address of agency personnel with whom persons may communicate regarding the accuracy of the economic, small business and consumer impact statement:

Name: Belinda Ehlert, Program Manager

Address: Department of Health Services
Medically Underserved Area Medical Services
1740 W. Adams, Room 301
Phoenix AZ 85007

Telephone: (602) 542-2954

FAX: (602) 542-1244

or

Name: Stan Hovey, Office Chief

Address: Department of Health Services
Medically Underserved Area Medical Services
1740 W. Adams, Room 301
Phoenix AZ 85007

Telephone: (602) 542-1219

FAX: (602) 542-1244

8. The time, place, and nature of the proceedings for the adoption, amendment, or repeal of the rule, or, if no proceeding is scheduled, where, when, and how persons may request an oral proceeding on the proposed rule:

No oral proceeding is scheduled. A person may submit written comments or a request for oral proceeding on the proposed no later than 5 p.m., September 8, 1997, to the persons listed in #7 above.

9. Any other matters prescribed by statute that are applicable to the specific agency or to any specific rule or class of rules:

Not applicable.

10. Incorporations by reference and their location in the rules:

None.

11. The full text of the rules follows.

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TITLE 9. HEALTH SERVICES

**CHAPTER 24. DEPARTMENT OF HEALTH SERVICES
MEDICALLY UNDERSERVED AREA MEDICAL SERVICES**

ARTICLE 4. ARIZONA LOAN REPAYMENT PROGRAM

Section.

R9-24-401. Definitions

R9-24-402 R9-24-403. Funding Set-asides

R9-24-403 R9-24-404. Annual Loan Repayment Award Cycle
Timetable

R9-24-404 R9-24-409. Loans Qualifying for Repayment

R9-24-405. Site Vacancy Register Eligibility

Exhibit A. Notification of Vacancy

R9-24-405 R9-24-410. Allowable Award Amounts

R9-24-406 R9-24-411. Contract Conditions Contracting Process

Exhibit C. Arizona Loan Repayment Program Contract

R9-24-407 R9-24-402. Service Site Eligibility

R9-24-408 R9-24-406. Ranking of Eligible Sites

R9-24-409 R9-24-407. Applicant Eligibility Criteria

R9-24-410 R9-24-408. Application and Selection of Program Par-
ticipants

Exhibit B. Health Professional Loan Application

R9-24-411 R9-24-412. Loan Repayments

Exhibit D. Service Verification Form

ARTICLE 4: ARIZONA LOAN REPAYMENT PROGRAM

R9-24-401. Definitions

In this Article, unless the context otherwise requires specified:

1. "ADHS" means the Arizona Department of Health Services.
- 1.2. "ALRP" means Arizona Loan Repayment Program for public or private nonprofit primary care practices located in health professional shortage areas.
- 2.3. "Ambulatory care services" means all types of primary care health services that are provided on an outpatient basis, in contrast to services provided in the home or to persons who are inpatients.
4. "Clinical services" means primary health care services provided in a clinic.
- 3.5. "Commercial loans" means loans made by banks, credit unions, savings and loan associations, and other financial or credit institutions whose lending activities are subject to examination and supervision by a federal or state agency.
- 4.6. "Degree-of-shortage ranking" means a ranking assigned to a HPSA by the U.S. Secretary of Health and Human Services based on to indicate the severity of need for primary care providers.
5. "Department" means the Arizona Department of Health Services.
- 6.7. "Director" means Director of the Arizona Department of Health Services.
- 7.8. "HPSA" or "health professional shortage area Health Professional Shortage Area" or "HPSA" means a service area designated by the U.S. Secretary of Health and Human Services as having insufficient primary care physicians providers pursuant to 42 CFR 5.
9. "Medically Underserved Area" or "MUA" means an area in Arizona designated by the state as medically underserved pursuant to §A.R.S. 36-2352.
8. "Mid-level providers" means a nurse practitioner, nurse midwife, or physician assistant as defined in A.R.S. § 36-2171(2) and who provides primary care services in a clinic or other health care facility.

10. "Minority" means Black, Hispanic, Native American, Eskimo, Aleut, Asian, or Pacific Islander.

11. "National Health Service Corps Health Professional Opportunities List" means the registry of vacancies for provider recruitment assistance approved by the U.S. National Health Service Corps.

12. "Nurse midwife" means a registered nurse practitioner who is certified by the state Board of Nursing to provide midwifery services.

13. "Nurse practitioner" means a registered nurse certified by the Arizona State Board of Nursing to function in an extended role pursuant to A.R.S. Title 32, Chapter 15, and who provides primary health care services.

2.14. "Physician" means a physician holding a current and valid Arizona license pursuant to A.R.S. Title 32, Chapter 13 or 17, and who has completed a professional residency program accredited by the Accreditation Council for Graduate Medical Education of the American Medical Association, or the Executive Committee of the Council of Post-Doctoral Training of the American Osteopathic Association, in 1 of the following primary health care specialties: family practice or osteopathic general practice, obstetrics-gynecology, pediatrics, or internal medicine; and who is board certified by the respective board governing in the primary health care specialty, or eligible to sit for the certifying exam.

15. "Physician assistant" means a person certified pursuant to A.R.S. §32-2501, and who provides primary health care services.

10. "Primary Care Area" (PCA) means a geographic area which approximates as closely as possible the historic, actual or potential primary health-care-seeking behavior of residents.

11. "Primary Care Index" (PCI) means the methodology used to designate primary care areas as underserved as per R9-24-202.

12.16. "Primary health care professional provider" means physicians, nurse practitioners; certified nurse midwives; and physician assistants serving in the field of family practice, pediatrics, obstetrics, or internal medicine; nurse practitioners; certified nurse midwives; and physician assistants.

13.17. "Primary health care services" means services provided to persons that preserve health, prevent disease and dysfunction, and care for common illnesses and disabilities health care services which are integrated, accessible, and provided by licensed physicians, nurse practitioners, certified nurse midwives, and/or physician assistants who are accountable for addressing a large majority of personal health care needs by developing a sustained partnership with the patient, and practicing in the context of family, culture, and community.

14.20. "Public or nonprofit private entity" means a migrant and community health center funded under Section 329 or 330 of the Public Health Service Act, 42 CFR 51(c); and a health care entity that delivers primary health services targeted to underserved populations such as low-income individuals, pregnant women, children, the uninsured, the homeless, substance abusers, HIV-infected persons, and the elderly; or other system of care which provides a full range of primary and preventive health and social services and which is recognized as nonprofit

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under the United States Internal Revenue Code, either a government or a private entity recognized as nonprofit under the United States Internal Revenue Code.

- 15.18. "Provider recruitment Recruitment awards" means payments awards that are made available under the loan repayment programs to eligible primary health care professionals providers who have qualifying educational loans and are beginning practice at an eligible service site.
- 16.21. "Remote rural area" means a rural HPSA that is located 45 miles or more from a city or town with a population of 20,000 or greater.
- 17.19. "Provider retention Retention awards" means payments awards that are made available under the loan repayment programs to eligible primary health care professionals providers who have qualifying educational loans pursuant to R9-24-404 and who are already practicing at an eligible service site.
- 18.22. "Rural" means either a county with a population of less than 400,000 according to the most recent United States decennial census, or a Census census County county Division division with fewer than 50,000 persons in a county with a population of 400,000 or more persons according to the most recent United States decennial census, as defined by A.R.S. § 36-2171.
- 19.22. "Service site" means the location where a public or nonprofit private entity provides primary health care services in a HPSA.
- 20.24. "Urban" means an area other than rural or remote rural.

R9-24-402 R9-24-403. Funding Set-asides

- A. The Department shall set aside ALRP funds shall be set aside each year for retention and recruitment loan repayment awards to primary care health professionals who contract to serve at eligible service sites in a HPSAs in rural and remote rural areas of the state as follows:
1. 64% for awards in rural areas,
 2. 20% for awards in remote rural areas, and
 3. 16% for awards in urban areas.
- B. Sixteen percent of the ALRP funding each year shall be set aside for loan repayment awards to primary health care professionals who contract to serve at eligible sites in HPSAs in urban areas of the state. The Department shall waive the 16% set aside for awards in urban areas after March 31 of the fiscal year. The Department may give awards to primary health care providers in urban areas providing all eligible matches in rural areas and remote rural areas have been granted awards for that fiscal year.

R9-24-403 R9-24-404. Annual Loan Repayment Award Cycle Timetable

- A. The Department shall make ALRP loan repayment awards shall be made in three sequential phases during the state fiscal year, which is July 1 through June 30. The first phase shall be for provider retention loan repayment awards. If funds remain after the retention award phase, there shall be a provider recruitment loan repayment award phase. If funds remain after the provider recruitment award phase there shall be a final award phase where all remaining urban and rural set-aside funds are collapsed into a general pool of funds available for recruitment loan repayment awards.
- B. A schedule of the specific dates that each phase of the loan repayment cycle will open and close shall be published each year by ADHS at least three weeks prior to the start of the first phase of the cycle.

~~G.B.~~ Each service site shall be eligible to receive only one retention and one recruitment loan repayment up to 2 awards award during an annual award cycle any fiscal year. The restriction on one recruitment award per site shall be waived midway during phase three. The Department shall waive this restriction on March 31 if ALRP funds still remain and eligible service sites with vacancies that have not received an award indicate they will be unable to match fill the position with an eligible provider in that fiscal year.

R9-24-404 R9-24-409. Loans Qualifying for Repayment

- A. Repayment shall be available for the principal, interest, and related expenses of government and commercial loans taken out by the participant primary health care provider for the following:
1. Actual costs paid for school tuition and required fees for undergraduate and graduate education.
 2. Reasonable education expenses required by the undergraduate and graduate school, including books, fees, laboratory expenses, educational equipment, and supplies.
 3. Reasonable living expenses, including room and board, transportation costs, and other costs paid during an individual's primary health care provider's attendance at a college, university, or health professions school, which are equal to or less than the school's estimated standard student budget.
- B. Obligations or debts incurred under any of the following programs shall not be eligible for repayment:
1. National Health Service Corps Scholarship Program,
 2. Armed Forces Health Professional Scholarship Program,
 3. Indian Health Service Scholarship Program, or
 4. Arizona Medical Student Loan Program.
- C. Any professional practice performed prior to the effective date of the ALRP contract, including any practice done while the provider primary health care provider is was in professional school or a graduate training program shall not count toward satisfying a period of obligated service under this contract.
- D. Loan repayment awards shall not be used to pay loans from family members.

R9-24-405. Site Vacancy Register Eligibility

- ~~A.~~ Only eligible service sites with primary health care professional vacancies which are listed on the ALRP Site Vacancy Register and for which they are seeking loan repayment shall be eligible to participate in the ALRP.
- ~~B.~~ Service sites which seek to be included on the site vacancy register shall complete and submit a Notification of Vacancy form as shown in Exhibit A to ADHS at the beginning of the annual loan repayment award cycle, or at any time throughout the cycle as requested.
- ~~C.~~ In completing the form, sites may include both currently vacant positions and those anticipated to become vacant before the end of the annual loan repayment cycle.
- ~~D.~~ Service sites determined by ADHS to meet the eligibility requirements of R9-24-402 shall be listed on the Vacancy Register by HPSA. The sites shall be ranked by score and prioritized in accordance with R9-24-406 and the vacancies at each site shall be listed.
- ~~E.~~ More than one vacancy for each site may be listed on the Vacancy Register. Vacancies that appear on the National Health Service Corps Health Professional Opportunities List shall not be placed on the ALRP Vacancy Register. Sites shall determine in advance whether a vacancy is to be considered for loan repayment by the National Health Service Corps or by the ALRP.

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EXHIBIT A

Notification of Vacancy

For participation in Arizona Loan Repayment Program (ALRP)

Arizona Loan Repayment Program
Office of Health Planning,
Evaluation and Statistics
Arizona Department of Health Services

1740 West Adams Street, Room 312
Phoenix, Arizona 85007
ph #: (602) 542-1219 FAX: (602) 542-1244

Complete a separate application for each service delivery site. Use the instructions provided as a guide to completing this application.

- Date submitted: _____
- Name of service site: _____
Address: _____
City: _____ State: _____
Zip Code: _____
 - Name of HPSA service area: _____ Federal degree of shortage of the HPSA: (circle one) 1 2 3 4
 - Percent minority population in HPSA: _____
 - Is the site located in a state designated Medically Underserved Area (MUA)? Yes No
Name of State MUA: _____
 - How many miles is it from this site to the nearest city or town with a population of 20,000 or greater? _____ Name of town: _____
 - Name of sponsoring organization: _____
Address: _____ City: _____ Zip: _____
Executive director/manager's name: _____
 - Type of Organization: _____ Public _____ Private Nonprofit
Government Specify: _____
(State/County/City) _____
University _____
Hospital _____
Public Health Services (PHS) Funded _____
Other Specify: _____
 - List each position eligible for participation in the ALRP and the following information for each position:

Discipline	Specialty	Retain existing provider? (List name)	Length of Time Position Vacant	Minority Preference?	Bilingual Preference?	Does Position Require Call Duty?*

- Discipline - Physician, Physician Assistant, Nurse Practitioner, Certified Nurse Midwife.
Specify NP or PA if only one is acceptable, or NPA if either is acceptable.
Specialty - Family Medicine, Internal Medicine, Pediatrics, OB/GYN.
Length of Time - Length of time vacant position has been actively recruited (in months).
Minority - Black, Hispanic, Asian, Native American, Other.
Bilingual - Specify language needed in addition to English.
Call Duty - Put X for positions that require call after hours at least every other night. Put OB for positions that require after-hours obstetric call at least five nights a week.
- Name of site's recruitment contact: _____
Title: _____ Phone: _____ No: _____
 - Site profile - please attach to this application a description of your site and geographic area including educational and recreational opportunities, churches in the area, industry information, etc.
 - Assurances (for executive director/manager's initial)

- Funds are available to support position(s) that receive a loan repayment award to include salary, benefits, and malpractice insurance expenses for a minimum of two years.
 - We have a documented record of sound fiscal management.
 - We accept people covered by Titles XVIII (Medicare) and XIX (Medicaid) and those who have no health insurance coverage.
 - We charge patients at the usual and prevailing rates in this area, and have a sliding fee scale in place for patients based on ability to pay.
 - Any health professional awarded loan repayment funds will work full time (a minimum of 40 hours a week) in their profession at an approved service site.
- I certify that to the best of my knowledge and belief all data provided in this application is true and correct
Executive director/manager:
Name: _____
Title: _____ Phone No. _____
(If other than executive director
Signature: _____ Date: _____

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R9-24-405 R9-24-410. Allowable Award Amounts

- A. The amount of the loan repayment award for a primary health care physician shall be determined based upon the priority ranking assigned to the service site at which the physician plans to serve the two-year contract obligation and the physician's total student loan indebtedness. Physicians shall be awarded amounts according to the following schedule:

Contracted Years of Service	Maximum Awards Amount Allowable By Priority of Service Site		
	Priority 1	Priority 2	Priority 3
1st year	\$20,000	\$18,000	\$16,000
2nd year	\$20,000	\$18,000	\$16,000
3rd year	\$22,000	\$20,000	\$18,000
4th year	\$25,000	\$22,000	\$20,000

- B. Mid-level providers A nurse practitioner, certified nurse midwife, or physician assistant shall receive a loan repayment award of up to \$10,000 \$7,500 per year depending upon the priority ranking of the service site at which the mid-level provider contracts to serve and the mid-level provider's total student loan indebtedness. Mid-level providers shall be awarded amounts according to the following schedule: Maximum award amounts are as follows:

Contracted Years of Service	Maximum Awards Amount Allowable By Priority of Service Site		
	Priority 1	Priority 2	Priority 3
1st year	\$7,500	\$6,000	\$5,000
2nd year	\$7,500	\$6,000	\$5,000

Contracted Years of Service	Maximum Awards Amount Allowable By Priority of Service Site		
	Priority 1	Priority 2	Priority 3
1st year	\$10,000	\$8,500	\$6,500
2nd year	\$10,000	\$8,500	\$6,500

- C. An award to a recipient shall not exceed the primary health care provider's recipient's total student loan indebtedness. Loan repayment awards shall be in addition to any salary or compensation the primary health care provider receives from employment at the service site.
- D. Awards to loan repayment recipients shall be for continuous service during the two-year contract period in accordance with the agreements set forth in R9-24-407 6.
- E. The primary health care provider recipient shall receive the amount of loan repayment requested unless it exceeds the maximum amount allowable pursuant to subsections (A) and (B), or unless there is inadequate funding left to provide the

Exhibit C. Arizona Loan Repayment Program Contract

1. Type of Solicitation: **Not Applicable**
2. Type of Procurement: **Pursuant to A.R.S. §36-2172, Primary Care Provider Loan Repayment**
3. Project Title: **Arizona Loan Repayment Program**
4. Geographic Service Area: **(as stated in Section C. of the Work Statement)**
5. ADHS authority to contract for services specified herein: **A.R.S. §§36-104, 36-132 and 36-2172**

- maximum amount allowable and the primary health care provider recipient agrees to contract for a lesser amount.
- F. Loan repayment shall be made directly to lenders and shall be restricted to a maximum of three lending institutions for each primary health care provider recipient. Upon receipt of the award notification letter, the recipient shall complete and return to ADHS a Priority for Repayment form setting forth the priority of payment to the lenders and providing the following information for each lender. In the event that more than one loan is eligible for repayment, the primary health care provider shall advise the Department of the percentage split of each repayment to each lender. The loan shall remain the responsibility of the primary health care provider. A primary health care provider shall provide information regarding the loans to be repaid on the health professional application.
1. Name of the lending institution,
 2. Address,
 3. Telephone number,
 4. Contact person,
 5. The lending institution's tax identification number,
 6. The loan identification number,
 7. Loan amount,
 8. Interest rate,
 9. Monthly payment amount, and
 10. Balance remaining on the loan.
- G. The primary health care provider recipient shall be responsible for payment of any tax liabilities resulting from a loan repayment award.

R9-24-406 R9-24-411. Contract Conditions Contracting Process

- A. An applicant A primary health care provider who receives a loan repayment award shall execute a contract with the Department ADHS as shown in Exhibit C to provide services in exchange for loan repayment. The primary health care provider recipient shall sign and return the contract to the Department ADHS. The contract shall become a binding agreement upon signature of the director or the director's designee as pursuant to A.A.C. R2-7-300 Procurement Rules and Regulations.
- B. In the event a contract cannot be completed in accordance with A.A.C. R9-24-409(A)(6), the primary health care provider shall notify the Department prior to submitting the service verification form as per R9-24-411. The primary health care provider shall provide information relating to the reasons for change in service status. Based on this information, the Department may decide to approve a transfer to another site, to terminate the contract, or to determine noncompliance. The contract shall become a binding agreement in which ADHS agrees to make payments on the participant's qualified loans and the participant agrees to provide services according to the specifications of the contract upon signature of the Director or the Director's designee. The effective date for the start of obligated service shall be stated in the contract.

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6. Contractor represents that he is authorized to contract for the performance of, and to perform the services provided herein pursuant to:

Sole Proprietor

7. Term Effective Date:

Termination Date:

8. ~~CONTRACTOR AGREES to perform all the services set forth in the attached Work Statement for the consideration stated herein. The rights and obligations of the parties to this Contract shall be subject to and governed by the General Provisions. To the extent of any inconsistency between the General Provisions and the Work Statement, the terms of the Work Statement shall govern. To the extent of any inconsistency between the Work Statement and the Payment and Budget Page, the terms of the Payment and Budget Page shall govern. To the extent of any inconsistency between the General Provisions, Work Statement, Payment and Budget Page and the Signature Page, the terms of the Signature Page shall govern. Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.~~
9. ~~IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date specified below.~~

10. NAME AND ADDRESS OF CONTRACTOR:		11. ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 WEST ADAMS STREET	
12. SIGNATURE OF AUTHORIZED INDIVIDUAL:	13. DATE	14. SIGNATURE OF AUTHORIZED INDIVIDUAL:	15. DATE
16. TYPED NAME AND TITLE:		17. TYPED NAME AND TITLE:	

1. DEFINITIONS:

As used throughout this document, the following terms shall have the meanings set forth.

- a. "ADHS" means the Arizona Department of Health Services.
- b. "Contractor" means the person, firm, or organization performing, or accountable for performing the services or delivering the items described in this Contract.
- c. "Department" means the Arizona Department of Health Services.
- d. "Director" means the Director of the Arizona Department of Health Services or his duly authorized representative.
- e. "EDA" means effective date of Amendment.
- f. "Fixed Price" means a set price per unit of measurement as specified in the Contract.
- g. "Professional acts" means services or acts of persons whose vocation or occupation requires special, usually advanced, education and skill which is predominantly mental or intellectual rather than physical or manual.
- h. "Program Director" means the person designated to represent the Department only in the program administration of this Contract. The Program Director does not have authority to waive or amend Contract requirements.
- i. "Reimbursement" means the payment method whereby payment(s) shall be made upon receipt of the approved Service Verification Form.
- j. "Service Recipients" means persons who are eligible for services provided by the Department or its authorized Contractor.
- k. "Shall" means mandatory.
- l. "State" means the State of Arizona.
- m. "Work Statement" means those provisions of this Contract which delineate the scope and manner of the specific services to be performed and/or describe the items to be supplied in the performance of this Contract. If the provisions of the Work Statement conflict with the General Provisions, the terms of the Work Statement shall govern.

2. GENERAL REQUIREMENTS:

- a. This Contract, and any amendments thereto, shall become effective on the date specified (1) herein.
- b. The Contractor, unless otherwise exempt by law, shall obtain and maintain all licenses, permits and authority necessary to do business and render services under this Contract.
- c. This Contract may be extended for physicians only, by mutual agreement of both parties, for a period not to exceed four years from the original effective date.
- d. The parties hereto agree that the Contractor is an independent Contractor in the performance of this Contract and is not an officer, employee or agent of the State.
- e. No individual employed by the State shall have a substantial interest in this Contract or receive a substantial benefit that may arise therefrom.

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- f. Contractors receiving both Federal and State funds under this Contract shall comply with the certified financial and compliance audit provisions of Office of Management and Budget Circular A-128 or A-133, whichever is applicable and the certified financial and compliance audit provisions of A.R.S. § 35-181.03.
3. **OTHER CONTRACTS:**
The Department may perform additional work related to this Contract or award other Contracts for such work. The Contractor shall cooperate fully with such other Contractors and/or State employees in scheduling and coordinating its work with such additional work. The Contractor shall afford other Contractors reasonable opportunity for the execution of their work and shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Department shall equitably enforce this Section as to all Contractors to prevent unreasonably burdening any Contractor.
4. **ASSIGNMENTS:**
The Contractor's rights or obligations under this Contract shall not be assigned without the prior written consent of the Department. The Director may void the Contract if the Contractor becomes insolvent or files bankruptcy or reorganization proceedings under Title XI, United States Code.
5. **OWNERSHIP OF INFORMATION:**
The Contractor agrees to give recognition to the Department for its support of the program when publishing program material or releasing program related public information.
6. **CONFIDENTIALITY OF RECORDS:**
The Contractor shall establish and maintain written procedures and controls that comply with Arizona Administrative Code (A.A.C.) R9-1-311 through R9-1-315 regarding disclosure of confidential medical information and records. Upon Department approval of Contractor's written procedures governing confidentiality, the Contractor may release information pursuant to its approved procedures. In the absence of approved procedures, requests for medical information shall be in writing and disclosure authorized by the Department, or where permitted by the rules, by the director of a local health Department. No medical information contained in Contractor's records or obtained from the Department or from others in carrying out its functions under this Contract shall be used or disclosed by Contractor, its agents, officers or employees except as is essential to the performance of duties under this Contract or otherwise permitted under the statutes and rules of the Department. Disclosure to the Department is deemed essential to the performance of duties under this Contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving items or services contemplated in this Contract, or any employer of such person shall be made available for any political or commercial purpose. Information received from a Federal agency or from any person or provider acting under the Federal agency pursuant to Federal law, shall be disclosed only as provided by Federal law.
1. **RECORDS:**
a. Contractors who submit cost or pricing data as provided in A.R.S. § 41-2543 shall maintain books and records which reflect that cost or pricing data under the Contract and shall reflect the Contract services and expenditures. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).
b. Contractor further agrees:
(1) To submit all reports and invoices as specified in the Work Statement of this Contract.
(2) The Contractor shall preserve and make available to the Department and its auditors all records for a period of five (5) years from the date of final payment under this Contract and for such period as is required by any other paragraph of this Contract including the following:
(a) If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.
(b) Records which relate to disputes, litigation or the settlement of claims arising out of the performance of this Contract or to cost and expenses of this Contract to which exception has been taken by the Director shall be retained by the Contractor until such appeals, litigation, claims or exceptions have been finally resolved.
(c) If requested, the Contractor shall submit such records relating to the Contract to the address specified in Section D.2 of the Work Statement.
2. **INDEMNIFICATION:**
a. The Contractor shall at all times indemnify, defend and save harmless the State and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, cost and/or damages of every kind and description including any attorney's fees and/or litigation expenses brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this Contract or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Contractor and/or its Subcontractors or claims under similar such laws or obligations. The Contractor's obligation under this paragraph shall not extend to any liability caused by the sole negligence of the State or its employees.
b. The Department shall not be liable for damages to Contractor caused by late disbursement of loan repayment proceeds.
9. **WARRANTY:**
The Contractor warrants that all services shall be performed in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards.
10. **AMENDMENTS AND NOTICES:**
a. No condition or requirement contained in or made a part of this Contract shall be waived or modified without an approved, written amendment to this Contract. Amendments shall be effective only if in writing and signed by all parties.
b. Subsection (a) above notwithstanding, Contractor shall give notice to the Department of any non-material alteration to this Contract. Non-material alterations do not require a written amendment and are:
(1) Change of address.
(2) Change of telephone number.

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- (3) Change of authorized signatory.
 - (4) Changes in the name and/or address of the person to whom notices are to be sent.
 - (5) Change in the name of the Contractor where the ownership remains the same.
 - c. Subsection (a) above notwithstanding, a written amendment shall not be required for funding source change(s) by the Department when the amount of the Contract remains unchanged.
 - d. Whenever notice is required pursuant to the terms of this Contract, said notice shall be in writing, shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in Section D of the Work Statement or to such other persons and/or addresses as either party may designate to the other party by written notice.
11. **DISPUTES:**
- a. In the event of a dispute under this Contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
 - b. The parties agree to make use of arbitration in all Contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
 - c. This Contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.
12. **TERMINATION OF CONTRACT:**
The Department or the State may terminate this Contract under the following conditions:
- a. The Director, in addition to other rights set forth elsewhere in the Contract, reserves the right to terminate this Contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Contractor. Upon such termination, the Contractor shall deliver to the Department a complete set of all documents, programs and other information described in the Contract.
 - b. The Director may also terminate this Contract in whole or in part if, during the term of this Contract, the Contractor is listed on the Master List of debarments, suspensions and voluntary exclusions maintained pursuant to A.A.C. R2-7-933. In such case, the Director shall transmit written notice of termination to the Contractor by certified mail, return receipt requested, and this Contract shall be terminated effective upon receipt thereof by the Contractor or such later date as is specified in the notice. In the event the Director terminates this Contract in whole or in part as provided in this subsection, subsection (b), (c), (e) and (f) of Section 13 are incorporated into this Subsection by reference and shall apply to the same extent as if expressly set out herein.
 - c. The Director may terminate this Contract by written notice to the Contractor if it is found by the Director after notice and opportunity for a hearing that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract.
 - d. Pursuant to A.R.S. § 38-511 the Department may, within three (3) years after its execution, cancel this Contract without penalty or further obligation by the Department if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Department is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. Cancellation under this subsection by the Department shall be effective when written notice from the Department is received by all other parties to the Contract unless the notice specifies a later time. In addition to the right to cancel this Contract as provided in this Subsection, the Department may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Department from any other party to this Contract arising as the result of this Contract.
 - e. This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
13. **DEFAULT:**
- a. The Director, in addition to other rights set forth elsewhere in the Contract, may at any time terminate this Contract in whole or in part if the Director determines that the Contractor has failed to perform any requirement.
 - b. The Contractor shall continue the performance of this Contract to the extent not terminated.
 - c. If this Contract is terminated as provided herein, the Director, in addition to any other rights provided in this Section, may require the Contractor to transfer title and deliver to the State, in the manner and to the extent directed by the Director, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract which has been terminated. Payments for completed reports and other documentation delivered to and accepted by the Director shall be at the Contract price.
 - d. The rights and remedies of the Department enumerated in this Section shall be in addition to any other rights and remedies provided by or under this Contract by law.
14. **NON DISCRIMINATION:**
The Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and the Federal Executive Order 11246, State Executive Order No. 75-S and A.R.S. § 41-1461 et seq., which mandate that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Contractor shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in Contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering Contract services. The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. § 41-1492 et seq.) which prohibit discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment or advancement in employment of qualified persons.
15. **ASSIGNMENT OF OVERCHARGES:**

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The Contractor, the Department and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser. Therefore, the Contractor hereby assigns to the Department and the State any and all claims for such overcharges.

16. CONTRACT PAYMENTS:

- a. Payments made by the Department pursuant to this Contract are conditioned upon the availability to the Department of funds authorized for expenditure in the manner and for the purposes provided herein. The Department shall not be liable for any purchases entered into by the Contractor in anticipation of such funding.
- b. Payments made by the Department are conditioned upon receipt of applicable, accurate and complete reports from the Contractor.
- c. If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. The Contractor shall have the right to written notice of the Department's action in adjusting the amount of payment or withholding payment. Under no circumstances shall the Department authorize payments that exceeds an amount specified in the Contract without an approved written amendment to the Contract. The Department may, at its option, withhold final payment under the Contract until receipt of all final reports and deliverables.

17. RECOUPMENT OF CONTRACT PAYMENTS:

- a. **Unacceptable Expenditures**
The Contractor agrees to reimburse the Department for all Contract funds expended which are determined by the Department or the Auditor General not to have been disbursed in accordance with the terms of this Contract.
- b. **Contracted Services**
Contractors who do not complete the service obligation pursuant to this Contract shall be liable to the Department for liquidated damages in an amount equivalent to twice the total uncredited amount of the loan repayment contracted for on a prorated monthly basis. The Department may waive the liquidated damages provision of this section if the Department determines that death or permanent physical disability accounted for the failure of the Contractor to fulfill the Contract.
- c. **Refunds**
The liquidated damages stated in 17(b) above shall be paid to the Department within one year of the date of default. If the Contractor does not make payment within this time period, the Department may institute legal action to enforce repayment, and may:
 - (1) Recover interest on the liquidated damages at the legal rate of ten percent (10%) per annum;
 - (2) Recover the costs of a collection agency;
 - (3) Recover attorney's fees and costs incurred in collecting payment of the liquidated damages.

18. VISITATION AND INSPECTION:

The Contractor agrees that the Department and any other appropriate agent of the State or Federal Government, or any of their duly authorized representatives, shall have access during reasonable hours to the Contractor's facilities and the right to examine Contractor's books, documents and records involving transactions related to this Contract.

19. INFRINGEMENT OF PATENTS AND COPYRIGHTS:

- a. The Contractor, at its own expense, shall defend any claim or suit which may be brought against the State for the infringement of United States patents or copyrights arising from the Contractor's use of any equipment, materials, or information prepared or developed in connection with performance of this Contract and in any suit shall satisfy any final judgment for such infringement. The Department shall give the Contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation.
- b. If principles of governmental or public law are involved, the State may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of Contractor without written consent.
- c. If, in the Contractor's opinion the equipment, materials or information mentioned in Subsection a above is likely to or does become the subject of a claim of infringement of a United States patent or copyright, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Director's written consent, substitute other equally suitable equipment, materials and information, or at the Contractor's option and expense, obtain the right for the Contractor or the Department to continue the use of such equipment, material and information.

ARIZONA LOAN REPAYMENT PROGRAM

- A. PURPOSE OF CONTRACT:** For repayment of the qualifying educational loans of primary care physicians, nurse practitioners, certified nurse midwives, and physician assistants in exchange for their provision of primary care provider services at an approved site in a Health Professional Shortage Area (HPSA) for the term of this contract.
- B. SERVICE RECIPIENTS:** HPSA residents.

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C. FACILITY LOCATION(S):

Services provided under this Contract shall be delivered at the following location(s):

1. NAME AND ADDRESS: DAYS/HOURS OF OPERATION:
As scheduled.
2. SUBCONTRACTOR(S) DAYS/HOURS OF OPERATION:
N/A N/A

D. NOTICES, CORRESPONDENCE, REPORTS AND PAYMENTS:

1. Reporting Requirements to the Arizona Department of Health Services (ADHS):
 - a. Fiscal: The Contractor shall submit a Service Verification Form verifying that the terms of the contract have been met on a quarterly basis. The Service Verification Form shall be submitted within 10 days after the end of each of quarter (three month period of service) beginning on the effective date of the contract.
 - b. Programmatic: N/A
2. Notices, Correspondence and Reports from the Contractor shall be sent to:
Arizona Loan Repayment Program Manager
Office of Health Planning, Evaluation and Statistics
Arizona Department of Health Services
1740 West Adams, Room #312
Phoenix, AZ 85007
3. Notices, Correspondence and Reports from the ADHS shall be sent to:
(Name of Contractor and address)
4. Quarterly loan payments from the ADHS will be sent directly to the Contractor's lenders as listed below:
 - a. Lending Institution:
Department:
Address:

Telephone:
Loan Number:
Tax Identification Number:
 - b. Lending Institution:
Department:
Address:

Telephone:
Loan Number:
Tax Identification Number:
 - c. Lending Institution:
Department:
Address:

Telephone:
Loan Number:
Tax Identification Number:

E. LICENSURE/CERTIFICATION REQUIREMENTS:

In addition to General Provisions 2.b., the Contractor shall also obtain and/or maintain the following license(s) and/or certification(s):

1. Personnel: Each primary health care provider shall have a current Arizona license or certificate as required by the specific licensure/certification requirements for their particular health profession. Physicians shall have completed a professional residency program in Family Practice, Pediatrics, Obstetrics, or Internal Medicine.
2. Facility: N/A

F. RESTRICTIONS:

1. In providing health services, Contractor shall not discriminate against any person on the basis of ability to pay for services or because payment for the health services provided will be made pursuant to the program established in Title XVIII (Medicare) of the Social Security Act or pursuant to the program established in Title XIX (Medicaid) of such Act.
2. Contractor must be a United States citizen.
3. Contractor must not have previously incurred an obligation for health professional service to the Federal, State or local government, or other entity unless said obligation(s) is completely satisfied prior to the beginning of service under this contract.
4. Contractor is not in breach of a health professional service contract to the Federal government, State or local government or other entity.
5. Contractor does not have a judgment lien against property for a debt to the United States.
6. Contractor is not allowed to use funds received under this agreement for any professional practice performed prior to the effective date of this agreement. This restriction on use of funds includes any practice performed while the provider is in a professional school or graduate training program.

G. SCOPE OF WORK:

MEDICAL AND RELATED SERVICES

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These services pertain to medical care that is performed by physicians, dentists, oral surgeons, or specialists in a discipline necessary for the maintenance or improvement of health (i.e., optometrists, psychologists, genetic counselors) or at the direction of a physician.

1. **ACTIVITY:** The Contractor shall provide primary health care services at an approved site in a federally designated HPSA in Arizona. The primary health care professional shall:

- a. with the exception of obstetrician/gynecologists (OB/GYN), work a minimum of forty (40) hours a week with at least thirty-two (32) of the minimum 40 hours per week providing clinical services in the ambulatory setting at the approved service site, during normally scheduled office hours. OB/GYN practitioners and certified nurse midwives must provide ambulatory care services during normally scheduled office hours the majority of the 40 hours per week (not less than 21 hours per week).
- b. charge for professional services at the usual and customary prevailing rates in the area(s) in which such services are provided, except that if a person is unable to pay such charge(s), such person shall be charged at a reduced rate or not charged any fee.
- c. accept an assignment for payment under the terms specified in Title XVIII (Medicare) of the Social Security Act, Section 18.42(b)(3)(B)(ii).
- d. enter into an agreement with the Arizona Health Care Cost Containment System (AHCCCS) to provide services to individuals entitled to medical assistance thereunder.

2. **SERVICE DELIVERY METHODOLOGY:**

Provide primary health care services in accordance with the terms and requirements of the employment contract with the approved service site.

3. **EVALUATION METHODOLOGY:**

Quarterly Service Verification Forms submitted.

1. Contract Term:

2. Compensation Type: **Fixed Price**

3. Payment Method: **Reimbursement**

4. Billing Method: **Quarterly Invoice**

5. Source of Funds **ADHS Share \$**

Federal (*CFDA # 93.165)\$ **Contractor's Match:\$**

State: \$ **Contract Total:\$**

Other \$

6. UNITS AND FUNDING SCHEDULE

Budget Term	Lending Institution	No. Units	Type of Units	Unit Rate	Total
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R9-24-407 R9-24-402. Service Site Eligibility

A. To be eligible to participate in the ALRP, a service site shall meet the following qualifications:

1. Be a public or nonprofit private entity providing primary health care services in a federally designated HPSA. The service site shall be the actual location where the services are to be provided.
2. Accept Medicare and Medicaid assignment.
3. Be an Arizona Health Care Cost Containment System (AHCCCS) provider.
- 4.3. Charge for services patients at the usual and customary prevailing rates prevailing in the area except that a patient unable to pay the charge shall be offered and have a sliding discount-to-fee scale based on the most recently published Federal Poverty Level Guidelines as published in the Federal Register, and charged at a reduced rate or not charged in place for patients based on their ability to pay for services. The service site shall have a policy or procedure in place for its use.
4. Have a record of sound fiscal management as evidenced by audited financial statements for the most recent two years of operation.

5. Provide written assurance a written statement certifying that financial means are available to support a primary health care provider position that receives a loan repayment award, including salary, benefits, and malpractice insurance expenses for a minimum of two years.

6. If requested, provide documentation as required by the department, such as Medicare identification number, AHCCCS provider number, copy of sliding fee scale, and the procedure for its use.

B. A service site shall complete and submit an application for participation form, available from the Department, in order to receive a score for award purposes. The application for participation form shall include the following information Primary health care providers who are in for-profit sole or group practices are not eligible to participate in the ALRP, even though they are located in a HPSA:

1. Name and street address of the service site;
2. Name, federal identification number, and federal degree of shortage ranking of the HPSA;
3. Name of and distance from the nearest city or town with a population of 20,000 or greater;

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4. Name and address of the sponsor organization that will employ the provider and pay the provider's salary;
5. Organization type;
6. A description of the discipline and specialty of the provider that is being sought, a position description or work schedule, and documentation of length of time the vacant position has been recruited; and
7. Assurance by the site that it is in compliance with the requirements of this Section.

C. The Department shall rank and prioritize the site in accordance with R9-24-408.

D. Sites determined not to be eligible for loan repayment program participation may submit a written request to the Director within 30 days of receipt of the notice denying eligibility for a hearing appealing such denial. The appeal shall be conducted in accordance with A.R.S. Title 41, Chapter 6, Article 10 the Department's rules of practice and procedure, A.A.C. Title 9, Chapter 1, Article 1.

R9-24-408 R9-24-406. Ranking of Eligible Sites

A. Service sites which meet the eligibility requirements of R9-24-407 R9-24-402 and which complete and submit to the Department an ADHS application for participation Notification of Vacancy form shall be assigned points for purposes of ranking and shall receive a total score based upon the following criteria and scales:

1. Location of the service site. Whether the practice site is in a rural, remote rural, or urban HPSA.

	Points
Remote rural	8 4
Rural	4 2
Urban	0

2. Degree-of-shortage level ranking assigned by the U.S. Secretary of Health and Human Services Federal Office of Shortage Designation for the HPSA.

	Points
Level 1	4
Level 2	3
Level 3	2
Level 4	1

3. Position of site on the PCI
- | | |
|--------|---|
| 1 - 30 | 8 |
| 31+ | 0 |

Whether the HPSA is located in a state-designated MUA.

	Points
Yes	4
No	0

4. The percent of minority total population in the HPSA as represented by major ethnic/racial groups, per the most recent census, as set forth in the Department primary care areas statistical profiles set forth in the Arizona data from the most recent U.S. decennial census.

	Points
>50%	4
40-50%	3
30-39%	2
20-29%	1
<20%	0

5. Hardship characteristics at the practice site, including the presence of a hard-to-fill position, that is one. A hard-to-fill position is a position that which has been actively recruited for 12 months or longer; or one that requires after-hours on-call duty at least every other night; or one that requires after-hours obstetric on-call duty at least five nights a week.

	Points
Vacancy	2
After-hours Call	2
OB Call	2

- B. Eligible service sites shall be prioritized for ranking loan repayment placements and maximum award amounts based upon the total number of points assigned for the five criteria listed in subsection (A). Sites shall be ranked as Priority 1, 2, or 3 based on their total point score as follows:

Priority Rank	Total Points Required
1	20 - 30 14 - 22
2	10 - 19 8 - 13
3	< 10 8

- C. Information needed to establish priority for each service site shall be provided by the service site on the application for participation Notification of Vacancy form at the start of the retention and recruitment cycle each year in accordance with R9-24-405, or at anytime during the cycle as requested.

- D. Documentation needed to establish the hardship characteristics shall be provided by the service site as an attachment to the application for participation form.

R9-24-409 R9-24-407. Primary Health Care Provider Applicant Eligibility Criteria

- A. To be eligible to participate in the ALRP, primary health care provider an individual shall comply with the following:

1. Be a U.S. citizen.
2. Be a primary health care provider physician in the field of family practice, pediatrics, obstetrics, or internal medicine; or a nurse practitioner, certified nurse midwife, or physician assistant who provides primary care services.
3. Have completed the final year of a course of study or program in 1 of the licensed health professions listed above, or hold a current Arizona license or certificate in good standing in accordance with A.R.S. Title 32.
4. If a physician, shall have completed a professional residency program in a primary health care specialty, and be board certified or eligible to sit for the certifying examination in the specialty.
- 4.5. Have a signed agreement for Provide evidence of current or prospective employment with an eligible service site.
- 5.6. Agree to contract with the Department ADHS to serve full-time, 40 hours per week, at an approved service site for a minimum of 2 years, with 1- or 2-year contract extensions available to physicians upon mutual agreement with the service site.
- 6.7. Agree, with the exception of obstetrician/gynecologists and registered nurse midwives, to work at least 32 of the minimum 40 hours per week providing clinical services in the ambulatory setting at the approved service site during normally scheduled office hours. For an OB/GYN practitioner or registered nurse midwife, agree that not less than 21 hours per week shall be spent providing ambulatory care services during normally scheduled office hours.
- 7.8. Agree to charge for professional services at the usual and customary rates prevailing in the area, except that a patient unable to pay the charge shall be charged at a reduced rate as per the approved sliding discount-to-fee scale submitted by the site, or not charged.
- 8.9. Agree not to discriminate on the basis of the patient's ability to pay for care or the source of payment, including Title XVIII (Medicare) or AHCCCS Title XIX (Medicaid) of the Social Security Act. The provider shall also agree to accept assignment for payment under the Social Security Act, and participate in the Arizona Health Care

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Cost Containment System (AHCCCS), A.R.S. Title 36, Chapter 22.

9.10. Have completely satisfied any other obligation for health professional service which is owed under an agreement with a federal, state, or local government, or other entity such as a health care facility/organization or community, prior to beginning a period of service under this program.

B. ~~The In addition to those individuals not meeting the requirements of subsection (A), the following primary health care providers individuals shall not be eligible to participate:~~

1. ~~Primary health care providers~~ Persons who have breached a health professional services contract with the Federal Government, state, or local government, or other entity such as a health care facility/organization or community; .
2. ~~Primary health care providers~~ Persons who have a judgment judgement lien against their property for a debt to the United States; and .
3. ~~Primary health care providers who are in for-profit solo or group practices.~~

R9-24-410 R9-24-408. Application and Selection of Program Participants

A. ~~A primary health care provider~~ Persons who desire to apply for a loan repayment award shall complete and submit to the Department a health Health professional Professional application Application available from the Department, as shown in Exhibit B, provide complete information on each loan they have taken out, and provide evidence of compliance with the requirements of- R9-24-408 R9-24-407(A) and (B), and submit the application and required information to ADHS. All information shall be complete and accurate.

B. ~~A primary health care provider~~ Applicants shall provide a copy of an agreement or contract signed by both the executive director or manager of the service site and the primary health care provider applicant evidencing current or prospective employment with the service site. The contract may specify that the primary health care provider applicant shall be released from the contract if not selected for a loan repayment award.

C. Each primary health care provider program participant shall execute such consents or releases of information necessary for the Department to access loan records and acquire information

from lenders necessary to verify eligibility and to determine payment amounts.

D. Each ~~loan repayment~~ application shall be checked by the ADHS Department to ~~ensure~~ assure it is complete, and all loan information shall be verified with each lender. ~~The ADHS Department shall review the health professional application for eligibility for loan repayment, and priority of the service site based upon criteria established in R9-24-405 R9-24-406.~~

~~E.D.~~ ~~The At the close of each phase of the loan repayment award cycle, ADHS Department will shall review all complete health professional loan repayment applications received during that phase, and make awards based on the priority of the primary health care provider's applicants' service sites. Primary health care providers Applicants shall be funded in order of the score their service site received pursuant to R9-24-405 R9-24-406, with higher scores funded 1st, until available funds in rural and urban set-asides are exhausted. Any funds remaining after March 31 collapsed during phase three into a general pool shall be awarded to primary health care providers applicants based on the ranking of the service site. The amount of award shall be determined as prescribed by R9-24-409.~~

~~E.E.~~ ~~Primary health care providers~~ Persons determined to be ineligible not to be eligible to participate or not receiving an award awards in the loan repayment program may submit a written request for a hearing to the Director not later than 30 45 days after receipt of the notice denying the person eligibility or award. The appeal shall be conducted in accordance with A.R.S. Title 41, Chapter 6, Article 10 the Department's rules of practice and procedure, A.A.C. Title 9, Chapter 1, Article 1.

G. ~~The health professional application form shall include the following information:~~

1. ~~Personal information, including U.S. citizenship status and professional status and specialty;~~
2. ~~Educational information;~~
3. ~~Credentials and certification information;~~
4. ~~Professional employment experience;~~
5. ~~Professional references;~~
6. ~~Length of service commitment at the service site; and~~
7. ~~Loan information and Release of Information authority.~~

EXHIBIT B
Health Professional Application

Office of Health Planning, Evaluation and Statistics
Arizona Department of Health Services
1740 W Adams Street Room 312
Phoenix AZ 85007
(602) 542-1216 Fax: (602) 542-1244

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SECTION IDATE: _____

Type of Application: _____

Retention Award _____

Recruitment Award _____

PERSONAL INFORMATION

1. Name: _____
(Last) (First) (Middle Initial)

2. Social Security Number: _____ Date of Birth _____
(Month/Day/Year)

3. Home Address _____
(Number) (Street) (Apt Number)

(City) (State) (Zip)

4. Telephone Number: Home: () Other: ()

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5. Work/School Address _____
Organization Name _____

(Number) _____ (Street) _____ (Mail Stop) _____

(City) _____ (State) _____ (Zip) _____
6. Work/School Telephone () _____
7. Are You A Citizen of the United States? Yes _____ No _____
If yes, attach a copy of your social security card, birth certificate, a U.S. passport, or naturalization papers.
8. Indicate Your Professional Status: _____ Physician _____ Nurse-Midwife _____
Nurse Practitioner _____ Physician Assistant _____

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9. Indicate Your Professional Specialty
- | | |
|------------------------|-------------------------|
| General Practice _____ | OB/GYN _____ |
| Family Medicine _____ | Internal Medicine _____ |
| Pediatrics _____ | Other (Specify) _____ |
10. Subspecialty If Applicable: _____
11. Indicate Your Ethnic Category:
- | | |
|---------------------------------|---------------------------|
| Asian or Pacific Islander _____ | White, Non-Hispanic _____ |
| Native American (Indian) _____ | Hispanic _____ |
| Black _____ | Other _____ |
12. Indicate Gender: Male _____ Female _____
13. Do You Fluently Speak: _____
- | |
|---|
| Spanish _____ |
| Native Arizona Indian Language (Specify Which Language) _____ |
| Other (Specify) _____ |
14. How Did You Find Out About This Program?
- _____ Arizona Health Providers Resources (AHPR)
 - _____ Program Flyer
 - _____ National Health Services Corps
 - _____ Practice Site
 - _____ Local AHEC Office
 - _____ Friend
 - _____ School/College Financial Aid Office
 - _____ Professional Organization (Please specify) _____
 - _____ Other (Please specify) _____

~~SECTION II~~
~~EDUCATION INFORMATION~~

4. Type of Degrees Held
 BA/BS (Specify Major): _____ MD _____
 MA/MS (Specify Field): _____ DO _____
 Other _____

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- 2. Undergraduate Education:** (BA/BS):
Name of Institution: _____
Complete Address: _____
Begin Date: _____ Graduation Date: _____
 (Month/Year) (Month/Year)
Degree Obtained: _____
Name of School Reference: _____
 (Last) (First) (Title)

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- Telephone: _____ () _____
3. Professional Education: (Post Bachelor's)
Name of Institution: _____
Name of Program: _____ Program Address: _____
Begin Date: _____ Graduation Date: _____
(Month/Year) (Month/Year)
Name of Program Reference: _____
(Last) (First) (Title)
Telephone: _____ () _____
4. Post Graduate Professional Training: (Internship)
Name of Institution: _____
Affiliated with What University or Medical Program: _____
Complete Address: _____

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- Begin Date: _____ Graduation Date: _____
(Month/Year) (Month/Year)
Name of Program Reference: _____ (Title)
Telephone: _____ () _____
5. Post Graduate Professional Training: (Residency)
Name of Institution: _____
Affiliated with What University or Medical Program: _____
Complete Address: _____
Begin Date: _____ Graduation Date: _____
(Month/Year) (Month/Year)
Name of Program Reference: _____
(Last) (First) (Title)
Telephone: _____ () _____

SECTION III
CREDENTIALS AND CERTIFICATIONS

1. Licensing:
Type of License: _____ State of Licensing: _____ License Number: _____
Licensure Term: Start: _____ Expiration: _____

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- Description of License Restrictions (If Any): _____ 2. Certification (Including Board Certification):
Type of Certificate: _____ State of Certification: _____ Certificate
Number: _____ Certification Term: Start: _____ Expiration: _____
Description of Certification Restrictions (If Any): _____

SECTION IV
PROFESSIONAL EMPLOYMENT EXPERIENCE

1. Practice Site Information: Provide name and contact (director or official) of site where you practiced since completing your medical training.
a. Name: _____ Title: _____
Address: _____ (Complete Site Name)
(Number) _____ (Street) _____ (Site Number) _____
(City) _____ (State/Province) _____ (County) _____ (Zip Code) _____
Telephone Number: _____ () _____
2. Practice Site Information: Provide name and contact (director or official) of site where you practiced since completing your medical training.

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- a. Name: _____ Title: _____
Address: _____ (Complete Site Name)
(Number) _____ (Street) _____ (Site Number) _____
(City) _____ (State/Province) _____ (County) _____ (Zip Code) _____
Telephone Number: () _____
3. Practice Site Information: Provide name and contact (director or official) of site where you practiced since completing your medical training.
- a. Name: _____ Title: _____
Address: _____ Complete Site Name)
(Number) _____ (Street) _____ (Site Number) _____
(City) _____ (State/Province) _____ (County) _____ (Zip Code) _____
Telephone Number: () _____

If you have additional employment experience, attach information on a separate piece of paper, with your name and social security number at the top.

SECTION V
EXISTING OR PRIOR SERVICE COMMITMENTS

1. Do you have any existing service obligation? Yes ____ No ____
If Yes, Name of Program: _____
Complete Address: _____

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- Contact Entity: _____
Telephone Number: () _____
Terms of obligation: _____
2. Are you in default of this or any other obligation: Yes ____ No ____
If yes, describe circumstance: _____

SECTION VI
SERVICE COMMITMENT FOR ARIZONA LOAN REPAYMENT AWARD

1. Service/Employer: Community Based Primary Care Center: Other: _____
2. Location of Service: _____ Telephone: () _____
3. Employer and Address: _____
Name of Center Director/Administrator: _____ 4. Obligation Service Dates: _____
Start Date: _____ Completion Date: _____
5. Attach Documentation (Signed Employment Contract) of Current or Prospective Employment at Practice Site.

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SECTION VII
PROFESSIONAL REFERENCE

1. Reference Name: _____ Title: _____
Complete Address: _____
(City) _____ (State) _____ (Zip Code) _____ (Telephone) _____

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2. Reference Name: _____ Title: _____
Complete Address: _____
(City) _____ (State) _____ (Zip Code) _____ (Telephone) _____

3. Reference Name: _____ Title: _____
Complete Address: _____
(City) _____ (State) _____ (Zip Code) _____ (Telephone) _____

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SECTION VIII

LOAN INFORMATION

Please copy and complete this form for each loan which you are applying to have repaid under the Arizona Loan Repayment Program. This form will be sent to each of your lenders for verification.

Name of Lender: _____

Complete Address of Lender: _____

Telephone Number: (____) _____

Lending Institution's Tax Identification Number: _____

Loan Identification Number: _____

Original Amount of Loan: \$ _____

Current Balance: \$ _____ Date of this balance: _____ (Month/Year)

Monthly Payment Amount: \$ _____ Number of payment made: _____

Term of Loan/Number of Payments Remaining: _____ / _____

Interest Rate: _____ % Simple Interest? Yes ☐ No ☐

If other than simple interest, explain: _____

Provide purpose(s) of loan(s) as indicated on loan application(s): _____

Academic period covered by this loan: _____ to _____
(Month/Year) (Month/Year)

OVER

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Certification by Applicant Borrower and Release of Loan Information

I hereby certify to the accuracy of the previous information and apply to enter into an agreement with the State of Arizona for repayment of all or the appropriate portion of the education loan(s) listed in Section VIII hereof, which loans were incurred solely for the costs of medical education, including reasonable living expenses. I hereby authorize the government or financial institution named in Section VIII to release this information about the loan listed in Section VIII to the administrators of the Arizona Loan Repayment Program.

Legal Signature of Applicant: _____ Date: _____

Social Security Number of Applicant: _____

Name as it appears on loan: _____

Lending Institution's Certification

The undersigned states that, to the best of his or her knowledge, the loan identified in Section VIII is a bona fide legally enforceable commercial, state, or government educational loan made for the purpose of meeting the borrower's costs of attending undergraduate school or graduate school in a health profession.

Government/State or Bank Authorized Official

Signature: _____ Date: _____

Title: _____

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Arizona Department of Health Services
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SECTION IX
CERTIFICATION

1. I hereby certify that, to the best of my knowledge, the loans identified in this application are professional medical educational loans, incurred solely for the costs of medical education, including reasonable living expenses, at an undergraduate school, or a school of medicine, osteopathy, or other health profession; and that the loan amounts do not reflect consolidated loans for other purposes.
2. I hereby certify that, to the best of my knowledge, the information contained in this application is accurate, and authorize the Arizona Department of Health Services or its designee to verify all information presented.

WARNING:

Any person who knowingly makes a false statement or misrepresentation or material omission in this loan repayment application, fraudulently obtains repayment for a loan, or commits any other illegal action in connection with this transaction is subject to a fine or imprisonment. I have read this statement and understand its contents.

Typed or Printed Name: _____ Social Security Number: _____
Signature: X _____ Date: _____
State of _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____,
by _____,
My Commission Expires: _____
Notary Public

PLEASE SEND YOUR CURRICULUM VITAE WITH THIS APPLICATION

R9-24-411 R9-24-412. Loan Repayments

- A. Each primary health care provider who has received a loan repayment award participant shall submit to the ADHS Department a service Service verification Verification form Form as shown in Exhibit-D, provided by the Department, at the end of each 90 days quarter of service, certifying full-time, continuous service by the primary health care provider recipient. The form shall be signed by both the primary health care provider award recipient and the executive director or manager of the service site. Failure to timely submit a service Service verification Verification form Form may result in delay of the payment to lenders.
- B. The Department, following receipt of a primary health care provider's participant's quarterly service Service verification Verification form Form, shall make payment to the primary health care provider's participant's lending institutions for each 90 days quarter of service over the term of the primary health care provider's contract participant's.
- C. Award payments shall be made directly to the lending institution for each program-participant. Primary health care providers Participants shall inform their financial lending institutions of any change in the schedule of payments on their loans.
- D. The service verification form shall include the following information:
 1. Name of primary health care provider, location site, and service quarter beginning and ending.
 2. Signature of primary health care provider and service site authority.
 3. Notarization of signatures.

EXHIBIT D

Service Verification Form

This is to verify that _____ has completed full-time, continuous employment in _____ (Loan Repayment Recipient) good standing at _____, for the service quarter beginning _____ (Practice Site) and ending _____, as specified in the Arizona Loan Repayment Program contract executed with the Arizona Department of Health Services. This signed form is due on or before 10 business days after the last day of the completed quarter of service to assure timely payment on the recipient's education loan(s). The form shall be submitted to:

Arizona Loan Repayment Program

Office of Health Planning, Evaluation and Statistics - Room 312

Arizona Department of Health Services

1740 West Adams Street

Phoenix, Arizona 85007

I hereby verify I have completed this service quarter as in my contract and seek payment required on my educational loans.

Signature of Loan Recipient Date _____

Signature of Service Site Date _____

Executive Director/Administrator or authorized signatory

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State of Arizona

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
by _____.

My Commission Expires: _____

Notary Public _____

State of Arizona

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____.

My Commission Expires: _____

Notary Public _____

===== FOR OFFICE USE =====

Contract No. _____

Quarterly Payment Amount \$ _____

Approved for Payment by _____ Date: _____